UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO WESTERN DIVISION

HOBART CORPORATION, KELSEY-HAYES COMPANY, and NCR CORPORATION, Plaintiffs, vs. THE DAYTON POWER AND LIGHT COMPANY, et al.,	Case No. 3:13-cv-115 Judge Walter Herbert Rice

DEFENDANT OHIO BELL TELEPHONE COMPANY RESPONSES TO PLAINTIFFS' INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

Defendant Ohio Bell Telephone Company ("Ohio Bell") responds to Plaintiffs' Hobart Corporation, Kelsey-Hayes Company and NCR Corporation (collectively "Plaintiffs"), Interrogatories and Request for Production of Documents (the "Discovery Requests") as follows.

Ohio Bell has made reasonably diligent efforts to research documents and data and to respond appropriately to all Discovery Requests. Ohio Bell and its attorneys have not, however, concluded discovery and investigation in preparation for trial, nor completed their analysis of documents produced by other parties to date. Ohio Bell has not been able to identify any employees who worked in any of Ohio Bell's Dayton area facilities (see infra, Response No. 5) from 1941 - 1996, and very few responsive documents have been located. These responses, therefore, are based upon documents presently available to Ohio Bell and its attorneys and specifically known to Ohio Bell. Ohio Bell's efforts to research documents and data and to respond to these Discovery Requests are ongoing. Ohio Bell will update and supplement its responses to the Discovery Requests to the extent the Federal Rules of Civil Procedure require.

The inadvertent disclosure of confidential, privileged or work product information or the release of confidential, privileged or work product documents shall not constitute a waiver of any privilege or of the right to move for a protective order or designate any document as confidential.

Ohio Bell's specific objections to each of Plaintiffs' Discovery Requests are in addition to the general limitations and objections set forth in the following General Objections, which limitations and objections form a part of the response to each and every Discovery Request. The following objections are not waived, limited, or restricted by any of the more specific responses or objections to any particular Discovery Request.

GENERAL OBJECTIONS

1. Defendant Ohio Bell objects to these discovery requests to the extent the requests seek information, documents, or any item protected by the attorney/client privilege, attorney work product privilege or any other privilege.

2. Defendant Ohio Bell objects to the extent that the requests seek information, documents or any item that are trade secrets, business secrets and/or privileged. A protective order will be necessary before any production of such information.

3. Defendant Ohio Bell objects to these requests to the extent that the requests call for the Defendant to produce documents or items already in the possession of the Plaintiffs or items that came to Defendant Ohio Bell from the Plaintiffs. Ohio Bell notes that Plaintiffs already have possession of a large number of potentially responsive documents Ohio Bell produced in the preceding *Cargill* litigation in this Court over the North Sanitary Landfill Site, Dayton, Ohio. *Cargill, Inc. v. Abco Construction*, et al. No. 3:98-CV-3601 (S.D. Ohio). Plaintiffs also have possession of deposition testimony from Ohio Bell employees and former employees in the preceding Cargill litigation that may be potentially responsive to some of these discovery requests. Pursuant to Fed. R. Civ. P. 33(d), answers to many of Plaintiffs' interrogatories may be

ascertainable by Plaintiffs from a review of these documents.

4. Defendant Ohio Bell does not concede the authenticity of any document produced pursuant to this request except as otherwise indicated. Defendant Ohio Bell does not concede the admissibility of any document produced pursuant to Plaintiffs' requests.

5. Defendant Ohio Bell objects to Definitions 5 ("waste"), 6 ("materials"), 8 ("disposal"), and 10 ("production facility") and the Discovery Requests generally on the ground that these definitions purport to require Defendant Ohio Bell to produce information and documents that are irrelevant and not reasonably calculated to lead to the production of relevant information or documents. Plaintiffs' claims are based solely on the alleged generation, disposal and release or threatened release of hazardous substances from the South Dayton Dump and Landfill ("SDDL") site. The generation, transportation, disposal and release or threatened release of unregulated wastes, solid wastes, hazardous wastes, industrial wastes, petroleum and other wastes is irrelevant to the Plaintiffs' claims except to the extent that these categories of waste fall within the definition of hazardous substances found at §104(14) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 (14) and the rules adopted thereunder. Consequently, any information or documents related to the management or handling of any material, waste or substance other than the generation, transportation, disposal and release or threatened release of hazardous substances is irrelevant to these proceedings and not reasonably calculated to lead to the discovery of relevant materials. Additionally, Defendant Ohio Bell objects to the 50-mile radius of the SDDL site specified for production facilities in Definition 10 in that a 50-mile radius is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence in these proceedings.

6. Defendant Ohio Bell objects to the Discovery Requests because they are overly broad, unduly burdensome, and seek to impose burdens and costs on Ohio Bell far in excess of the discovery needs of this case. For example, the Requests improperly demand information and documents pertaining to any facilities and operations of Ohio bell within a 50 mile radius of the SDDL Site. Ohio Bell reserves the right to seek compensation from Plaintiffs for the time and effort expended to satisfy the Discovery Requests.

7. Defendant Ohio Bell objects to the Instructions and Definitions to the extent that the Instructions and Definitions purport to impose upon Ohio Bell a burden greater than the response required by the Federal Rules of Civil Procedure for a party responding to discovery requests.

INTERROGATORIES

INTERROGATORY NO. 1

Identify all persons who prepared or assisted in the preparation of responses to these consolidated discovery requests, indicating, for each person, to which discovery request he or she assisted in responding.

RESPONSE NO. 1

These responses to interrogatories were prepared by Richard Sorenson and James Slaughter, outside counsel retained by AT&T Services, Inc. to assist with preparation of these responses.

INTERROGATORY NO. 2

Identify all persons, companies, or entities, including, but not limited to, those currently or formerly employed by You, who may have knowledge of any facts relating to the disposal of Your waste at the Site, or may have had any involvement with any arrangements for the disposal of Your waste at the Site, and/or any Waste which was or may have been disposed of at the Site.

RESPONSE NO. 2

Objection. This interrogatory is overly broad and unduly burdensome in that it requests Ohio Bell to identify each and every person who may potentially have information relevant to the waste management practices of business and individuals in the Dayton area over a period of 1941 to 1996, a fifty-five year period ranging seventy-three years into the past and most recently eighteen years ago. Ohio Bell further objects to the extent the interrogatory requires Ohio Bell to identify individuals already known to Plaintiffs. Ohio Bell further objects to the extent the interrogatory calls for Ohio Bell to identify individuals that have knowledge of waste disposal practices at the SDDL site that do not involve the generation, transport, or disposal of hazardous substances at the SDDL site. As detailed in the General Objections above, the waste disposal practices at the SDDL site are irrelevant except as they relate to the generation, transportation and disposal of hazardous substances, as that term is defined in CERCLA.

Without waiving these objections, Ohio Bell responds as follows:

Ohio Bell is not aware of any person who has knowledge of the disposal of hazardous substances at the SDDL from any Ohio Bell facility. Mr. James D. Jaggers, a former Ohio Bell employee, has knowledge of the waste management practices of Ohio Bell during a portion of the time period relevant to these proceedings.

INTERROGATORY NO. 3

Identify each person from whom you have obtained a written, recorded, videotaped, and/or transcribed statement relating to the Site.

RESPONSE NO. 3

Ohio Bell responds that it does not have any written, recorded, videotaped, and/or transcribed statement relating to the SDDL site that it did not obtain from the public records of this matter or from the Plaintiffs.

INTERROGATORY NO. 4

Identify and describe in detail all communications between You and the USEPA or the Ohio EPA relating to the Site.

RESPONSE NO. 4

Ohio Bell responds that Ohio Bell received a letter dated October 19, 2012 from the U.S. Environmental Protection Agency ("USEPA"), Region 5 transmitting a draft Administrative Settlement Agreement and Order on Consent ("ASAOC") for the SDDL site. AT&T General Attorney Paul Shorb responded to the USEPA letter by letter dated November 6, 2012 addressed to Thomas C. Nash, Associate Regional Counsel, USEPA, Region 5. Mr. Shorb's letter references telephone conversations with Mr. Nash on October 1 and November 1. Mr. Shorb's letter states that deposition of Edward Grillot that was taken on April 24, 2012 did not indicate that Ohio Bell disposed of any material that has any relationship to the environmental conditions that EPA is seeking to address through the ASAOC. Therefore Mr. Shorb's letter stated that Ohio Bell did not intend to sign the ASAOC. To the best of Ohio Bell's ability to determine, Ohio Bell did not have any other communications with the USEPA regarding the SDDL site. These two documents are being produced as part of the discovery production associated with this response. *See* Bates nos. OB-000071-119 (attached). Ohio Bell is unaware of any other communications with the Ohio EPA relating to the SDDL Site.

INTERROGATORY NO. 5

Identify the location of every production facility that you owned or operated within 50 miles of the Site, for the years 1941-1996.

RESPONSE NO. 5

Objection. Ohio Bell objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information on Ohio Bell's operations that is irrelevant to these

proceedings and not reasonably calculated to lead to the discovery of relevant materials.

Without waiving the foregoing objections, Ohio Bell responds with the following list of Ohio Bell facilities in the greater Dayton area. There are other Ohio Bell sites, properties, and facilities in the greater Dayton area, but based upon a reasonably diligent investigation the locations identified below are the primary Ohio Bell facilities. Ohio Bell has no information indicating that any of these facilities disposed of hazardous substances or any other wastes at the SDDL site.

Location Street Address	City	Type of Location
300 West First Street	Dayton	Central Office/Admin.
301 East First Street	Dayton	Motor Vehicle Car Pool
369 W. First St.	Dayton	Administrative Office
215 W. Second	Dayton	Central Office/Admin.
4209 W. Third	Dayton	Central Office
2220 Catalpa	Dayton	Central Office
2107 Gettysburg Ave.	Dayton	Garage
1565 Stanley	Dayton	Garage
2024 Valley St.	Dayton	Garage
3233 Woodman	Kettering	Administrative Office
3383 Woodman	Kettering	Garage
368 E. Lytle Five Points	Clear Creek Township	Central Office
4514 Brandt Pike	Dayton	Garage
3001 Far Hills	Dayton	Central Office
564 Kolping	Dayton	Central Office
4651 Linden	Dayton	Garage
3591 Salem	Dayton	Cellular Switching Office
21 S. Pleasant	Fairborn	Central Office
1501 E. Central	Miamisburg	Central Office
202 S. Alexanderville	Miamisburg	Garage
262 Dayton Xenia Rd.	Beavercreek	Central Office
4401 Brandon Pike	Dayton	Central Office
10262 Davis Monthan	Dayton	Unkn. (current cellular site)
1111 S. Edwin Moses	Dayton	Unkn. (current cellular site)
1505 Central Ave.	Middletown	Central Office
3901 Lefferson	Middletown	Garage
630 W. High	Piqua	Central Office
230 E. Main Street	Xenia	Central Office
767 Industrial Blvd.	Xenia	Garage

INTERROGATORY NO. 6

Describe in detail the nature of all production process and/or business operations that occurred at each production facility identified in response to interrogatory No. 5 or, if Your business operations did not involve a production facility, the nature of all business operations in which You have engaged at that facility, for the years 1941 through 1996.

RESPONSE NO. 6

Objection. Ohio Bell objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information on Ohio Bell's operations that is irrelevant and not reasonably calculated to lead to the discovery of relevant materials.

Without waiving these objections, Ohio Bell responds as follows:

As described in detail below, to the best of Ohio Bell's ability to determine, Ohio Bell's general procedures and practices during the time periods relevant to this proceeding indicate that hazardous substances were not disposed of at the SDDL site from any Ohio Bell facility. Generally, Ohio Bell operated three types of facilities in the Dayton area during the time periods relevant to these proceedings. These facilities were:

1. Administrative Offices. During the time period relevant to these proceedings, Ohio Bell had a number of administrative offices. Generally, these offices were responsible for the day-to-day operations of the Bell System facilities in the Dayton area. The activities conducted at these locations included typical administrative activities involving the processing of requests for installation, repair, or removal of telephone services as well as general administrative services for the operation of Ohio Bell in the Dayton area. Ohio Bell has no knowledge of any hazardous substances that were used, maintained, stored, or generated at any of the administrative offices in its system. The waste generated at the administrative offices was general office wastes including paper and associated trash.

2. Central Offices. The primary switching facilities for the telephone network in the Dayton area were found in central offices. Central offices house the equipment that electronically processes and connects telephone calls for a geographic area of several miles around the office. The equipment in a central office is powered by direct current which is rectified from commercial electrical power and filtered over large industrial batteries. The batteries have a normal life of 25 – 30 years. During the relevant periods to this proceeding, these batteries, when replaced, were recycled by having their acid neutralized and the lead recovered by Western Electric. The equipment in these facilities during the 1940s and 1950s was electromechanical. During the period of the 1960s to the early 1990s, this equipment was modernized to electronic switches. Up until the period of 1984, when the divestiture of Ohio Bell from AT&T occurred, whenever equipment was replaced at a central office, it was sent to a Western Electric facility for reclamation. There are no Western Electric facilities located in the Dayton area.

On-site technicians were responsible for the repair and maintenance of the central office facilities. Ohio Bell procedure required the technicians and repair personnel to collect and transport all central office equipment taken out-of-service to recycling or reclamation. Consequently, to the extent there were any hazardous substances at the central office, either in the switching equipment or the batteries used for powering the office, these hazardous substances were collected and recycled by Western Electric. To the best of Ohio Bell's ability to determine, during the time periods relevant to these proceedings, all equipment, wiring and batteries from central offices in the Dayton area were collected and transported to the Western Electric facility then located in Solon, Ohio. The only wastes from central office that would have been collected and disposed of locally were general office wastes associated with the technicians housed at the offices. Central offices varied in size from 5,000 to over 100,000 square feet, depending on the

size and amount of the equipment. All wire and equipment being removed from service at a central office was picked up by the Materials Management Section of Ohio Bell, staged to a local location such as a garage for consolidation, shipped to a Materials Reclamation Center, and subsequently transferred to Western Electric. During the period from the 1940s through the late 1980s the Ohio Bell Materials Management Center was housed next to the Western Electric warehouse in Solon, Ohio.

3. Garages. Ohio Bell had a number of garages located in the Dayton area that housed the company's truck fleet. The truck fleet was used for construction, installation, and repair services. The garages were the staging areas and center of operations for four types of Ohio Bell operations as well as materials management. The first operational group was comprised of heavy equipment, poles and trucks necessary for the installation of poles and telephone cable to connect central offices to residential neighborhoods or commercial developments. The equipment utilized for the installation of new telephone cable from the central offices included larger trucks with hoisting equipment and pole digging attachments.

The second type of equipment and personnel based at the garages were used to connect individual homes and businesses to the telephone cables installed from the central offices. Generally, the equipment used for these types of installation were smaller trucks equipped with ladders. Prior to the AT&T divestiture, the installation personnel were also responsible for installing new telephones and associated equipment.

The third category of activities based at the garages was system repair and maintenance. Garages housed the equipment used for repairing telephone lines and other equipment. Generally repairs were conducted using vans with ladder racks. Prior to 1984, the repair personnel were also responsible for repairing and maintaining internal wiring in homes and businesses and the

telephones themselves.

The final type of activity based at the garages related to Ohio Bell's special services. This included the installation of teletypes, radio equipment, and computer interfaces. The personnel responsible for these services relied on specially outfitted vans and other equipment designed for the particular special service.

In the case of Ohio Bell's operations in the Dayton area, the garages also served as the primary staging and collection points for material management. During the time periods relevant to these proceedings prior to the AT&T divestiture in 1984, all activities within the Bell system were managed in accordance with the company's standard operating procedures. These procedures governed all aspects of material management and inventory control. With respect to the batteries used at the central offices, due to the valuable metals in the batteries, including lead, Ohio Bell recycled all batteries through another subsidiary of AT&T, Western Electric. After the AT&T divestiture, Ohio Bell still recycled the batteries and other materials. To the extent that any batteries were removed and replaced at any Dayton area central office, they were not disposed of in any waste stream that could have resulted in the disposal of batteries at the SDDL site.

With respect to the other materials managed by Ohio Bell, including telephones, wires, and broken poles, Ohio Bell has specific material management recycling procedures in place. Generally, anything that had any copper, including telephone sets and wire, was recycled. These materials were collected at the individual locations and then transported to central garages. In the case of the Dayton area, the primary collection point for recycling was the garage located at 2024 Valley Street, Dayton, Ohio. Once enough of the materials were collected at the Valley Street garage, the materials were shipped to the Ohio Bell/Western Electric facility located in Solon,

Ohio. The decisions to dispose of a particular item was not made until it was inspected by Ohio Bell and Western Electric personnel in Solon, Ohio. This procedure was followed for any materials that could be recycled.

With respect to telephone poles, Ohio Bell generally did not dispose of broken or discarded telephone poles in general waste streams due to the high demand for telephone poles in the local community. It was Ohio Bell's practice to make broken and discarded telephone poles available for members of the local community at no charge. Due to the high demand for these items for landscaping, Ohio Bell did not on a regular basis dispose of broken or discarded telephone poles in its general waste streams. On occasion, however, when there was a particularly large number of pole "butts," Ohio Bell would place the poles in general waste taken from a particular garage. However, Ohio Bell has not been able to determine the number or amount of telephone poles taken from its Dayton area garages in its general waste. Ohio Bell has no information suggesting that any telephone poles were taken to the SDDL site.

Prior to the AT&T divestiture in 1984, all telephones were owned by the individual Bell Companies. Ohio Bell therefore accurately tracked the final disposition of its telephone equipment. All telephones that were taken out of service were collected at the individual garages and then, in the case of the Dayton area, staged to the Valley Street Garage. Once there, the phones were shipped to Solon, Ohio where they were inspected prior to final disposition. The decision to dispose of a particular telephone was not made in the Dayton area. Consequently, while there were large numbers of telephones at the various Ohio Bell garages in the Dayton area, it is unlikely that any of them were disposed of in a waste stream that would have resulted in their disposal at the SDDL site.

Finally, with respect to vehicle maintenance, to the best of Ohio Bell's knowledge, Ohio Bell did not conduct any in-house vehicle service until 1974. Prior to that date, Ohio Bell inspected its vehicles, but out-sourced all service. Specifically with response to the Valley Street, Dayton, Ohio garage, Ohio Bell did no vehicle maintenance at this location until after 1975. Prior to that date, Ohio Bell inspected its trucks and other equipment, but sent the trucks to local garages, including Frank's City Service center.

The out-sourcing of vehicle maintenance included all general maintenance such as oil changes and major repairs. Starting in 1974, Ohio Bell upgraded some of its garages to allow for in-house basis vehicle maintenance. Ohio Bell did not, however, immediately update all of its garages to accommodate vehicle maintenance. To the best of Ohio Bell's ability to determine, to the extent that any of the garages in the Dayton area had any vehicle maintenance activities, these activities started after 1974.

Concurrently with the installation of equipment for vehicle maintenance at its garages, including the installation of underground storage tanks for fueling, Ohio Bell implemented system-wide procedures for automotive waste management. These procedures included the collection of all waste oil from all vehicle maintenance activities by independent waste oil reclaimers. Waste oil from vehicle maintenance activities was not included in any waste stream that may have resulted in the disposal of the waste oil at SDDL site.

INTERROGATORY NO. 7

Describe in detail all Waste, including physical and chemical composition, that result or resulted from each of the production facility processes and/or business operations identified and described in response to Interrogatory No. 6.

RESPONSE NO. 7

Objection. Ohio Bell objects to this interrogatory on the grounds that the request is vague, overly broad, unduly burdensome, and seeks information on Ohio Bell's operations that is irrelevant and not reasonably calculated to lead to the discovery of relevant materials.

Without waiving these objections, Ohio Bell responds as follows:

See responses to Interrogatories Nos. 5 and 6.

INTERROGATORY NO. 8

Identify all person(s) who performed or were responsible for general maintenance at each production facility and/or in the business operations identified in response to Interrogatories Nos. 5 and 6 and the period(s) of such performance or responsibility.

RESPONSE NO. 8

Objection. Ohio Bell objects to this interrogatory on the grounds that it is vague, overly broad, unduly burdensome, and seeks information on Ohio Bell's operations that is irrelevant and not reasonably calculated to lead to the discovery of relevant materials. Further, Interrogatory No. 8 seeks the identity of every individual that performed or were responsible for general maintenance operations at all Ohio Bell facilities during the time periods relevant to these proceedings. The terms "performed" or "were responsible for" are vague and could include hundreds of current and former Ohio Bell employees during the 55 year time period relevant to these proceedings.

Without waiving these objections, Ohio Bell responds as follows:

There were no production processes identified at any of the sites, properties or facilities identified in response to Interrogatory No. 6. Generally, to the best of Ohio Bell's ability to determine, during the time periods relevant to these proceedings, maintenance at Ohio Bell sites, properties or facilities was conducted on a site by site basis in accordance with general operating

procedures applicable to all Ohio Bell sites, locations, and facilities. Consequently, Ohio Bell has not been able to identify any individuals who were specifically responsible for maintenance or the management of business operations at each of the sites, properties or facilities identified in response to Interrogatory No. 6.

INTERROGATORY NO. 9

Identify all person(s) who performed or were responsible for purchasing supplies, raw materials and/or services at each production facility and/or in the business operations identified in response to Interrogatories Nos. 5 and 6 and the period(s) of such performance or responsibility.

RESPONSE NO. 9

Objection. Ohio Bell objects to this interrogatory on the grounds that it is vague, overly broad, unduly burdensome, and seeks information on Ohio Bell's operations that is irrelevant and not reasonably calculated to lead to the discovery of relevant materials. Interrogatory No, 9 seeks the identity of every individual that performed or were responsible for purchasing supplies, raw materials and/or services at each production facility and/or in the business operations identified in response to Interrogatories Nos. 5 and 6 and the period(s) of such performance or responsibility. Responses to this request could include hundreds of current and former Ohio Bell employees during the fifty-five year time period relevant to these proceedings.

Without waiving these objections, Ohio Bell responds as follows:

There were no production processes identified at any of the sites, properties or facilities identified in response to Interrogatory No. 6. Generally, to the best of Ohio Bell's ability to determine, during the time periods relevant to these proceedings, for the individuals who purchased supplies, raw materials and/or services maintenance at Ohio Bell sites, did so in accordance with general operating procedures applicable to all Ohio Bell sites, locations, and facilities. Consequently, Ohio Bell has not been able to identify any individuals who were

specifically responsible for purchasing supplies, raw materials and/or services at each production facility and/or in the business operations identified in response to Interrogatories Nos. 5 and 6 and the period(s) of such performance or responsibility.

INTERROGATORY NO. 10

Identify all person(s) currently or formerly employed by You or by another person or entity who performed or were responsible for the following during 1941 through 1996: managing, driving, maintaining and/or dispatching any vehicle(s) that transported Waste from each production facility and/or the business operations identified in response to Interrogatories Nos. 5 and 6, whether the transportation was by You or another person or entity, and state the period(s) of such performance or responsibility.

RESPONSE NO. 10

Objection. Ohio Bell objects to this interrogatory on the grounds that it is vague, overly broad, unduly burdensome, and seeks information on Ohio Bell's operations that is irrelevant and not reasonably calculated to lead to the discovery of relevant materials. Interrogatory No. 10 seeks the identity of every individual currently or formerly employed by Ohio Bell or by another person or entity who performed or were responsible during the time period 1941 through 1996 for managing, driving, maintaining and/or dispatching any vehicle(s) that transported Waste from each production facility and/or the business operations identified in response to Interrogatories Nos. 5 and 6. Responses to this request could include hundreds of current and former Ohio Bell employees, as well as other non-Ohio Bell individuals and entities during the fifty-five year time period relevant to these proceedings.

Without waiving these objections, Ohio Bell responds as follows:

There were no production processes identified at any of the sites, properties or facilities identified in response to Interrogatory No. 6. Generally, to the best of Ohio Bell's ability to determine, during the time periods relevant to these proceedings, waste management at Ohio Bell sites, properties, and facilities was conducted on a site by site basis in accordance with general

operating procedures applicable to all Ohio Bell sites, locations, and facilities. Consequently, Ohio Bell has not been able to identify any individuals who were specifically responsible for responsible for the following during 1941 through 1996: managing, driving, maintaining and/or dispatching any vehicle(s) that transported Waste from each production facility and/or the business operations identified in response to Interrogatories Nos. 5 and 6 , whether the transportation was by Ohio Bell or another person or entity, and the period(s) of such performance or responsibility.

INTERROGATORY NO. 11

Provide a detailed description, including without limitation, color, size, load capacity, insignia or logo, vehicle type (e.g., dump truck, packer, front-end loader, roll-off, lugger, box truck, flat bed), vehicle model and model year, of any vehicle(s) that, during the period 1941 through 1996, transported Waste from each production facility and/or the business operations identified in response to Interrogatories Nos. 5 and 6, whether the transportation was by You or another person or entity, and state the period(s) of such transport.

RESPONSE NO. 11

Objection. Ohio Bell objects to this interrogatory on the grounds that it is vague, overly broad, unduly burdensome, and seeks information on Ohio Bell's operations that is irrelevant and not reasonably calculated to lead to the discovery of relevant materials. Interrogatory No. 11 seeks the description of every vehicle type during the period 1941 through 1996, that transported Waste from each production facility and/or the business operations identified in response to Interrogatories Nos. 5 and 6 Responses to this request could include hundreds of current and former Ohio Bell vehicles as well as other non-Ohio Bell owned vehicles during the fifty-five year time period relevant to these proceedings.

INTERROGATORY NO. 12

Identify all persons or entities with whom You contracted to pick up and/or dispose of Waste generated at each production facility and/or in the course of business operations identified in response to Interrogatory Nos. 5 and 6.

RESPONSE NO. 12

Objection. This interrogatory is overly broad and unduly burdensome in that it requests Ohio Bell to identify each and every company that could have potentially disposed of Ohio Bell's waste in over a period of 1941 to 1996, a fifty-five year period ranging seventy-three years into the past and most recently eighteen years ago. Ohio Bell further objects to the extent the interrogatory requires Ohio Bell to identify persons and/or entities already known to Plaintiffs. Ohio Bell further objects to the extent the interrogatory calls for Ohio Bell to identify persons or entities that do not involve the generation, transport, or disposal of hazardous substances at the SDDL site.

Without waiving these objections, Ohio Bell responds as follows:

Ohio Bell has not been able to specifically identify any persons or entities with whom Ohio Bell contracted to pick up and/or dispose of waste generated at each production facility and/or in the course of business operations identified in response to Interrogatory Nos. 5 and 6. However, deposition testimony in the Cargill case and public documents related to USEPA CERCLA §104(e) requests for information about Dayton area landfills indicate that during certain, unspecified time periods, Ohio Bell may have used or been a customer of the following waste hauling companies in the Dayton area:

Sanitary Landfill Company (acquired by Industrial Waste Disposal around 1984);
Industrial Waste Disposal ("IWD");
Waste Management of Ohio, Inc.;
Blaylock Waste Removal;
Green;
Koogler;
Acme Industrial Waste Management; and
Rumke Waste Removals.

The identification of the above companies as potential waste hauling companies for Ohio Bell comes largely from deposition testimony in the Cargill case and from waste hauling company

customer lists and landfill dump tickets associated with the USEPA CERCLA §104(e) requests for information. Ohio Bell has no documents that identify waste hauling companies that Ohio Bell used for the individual Ohio Bell facilities in the Dayton area.

INTERROGATORY NO. 13

Identify all environmental audits, investigations, inspections, and air, water, soil, or sediment tests performed by any person upon the property and/or production facilities and/or business operations of all production faculties or business operations identified in response to Interrogatory Nos. 5 and 6, from 1941 through 1996.

RESPONSE NO. 13

Objection. This interrogatory is overly broad and unduly burdensome in that it requests Ohio Bell to identify each and every type of environmental investigation that may have been conducted at the specified Ohio Bell sites, properties, and facilities for a period of 1941 to 1996, a fifty-five year period ranging seventy-three years into the past and most recently eighteen years ago.

Without waiving the foregoing objections, Ohio Bell responds as follows:

The only environmental investigation of any site, property or facility the Dayton area that Ohio Bell has been able to locate for any site, property or facility identified in response to Interrogatories 5 and 6 is a Phase I Environmental Site Assessment of the Valley Street Garage conducted by ATC Associates, Inc. on March 29, 2001, included in the above-referenced *Cargill* production materials..

INTERROGATORY NO. 14

State whether any of Your Waste was sent to, arrived at, or came to be disposed of or located at the Site at any time, whether transported by You or another person.

RESPONSE NO. 14

Ohio Bell responds that Ohio Bell does not have information indicating that any waste from Ohio Bell facilities was sent to, arrived at, or came to be disposed or located at the SDDL site. Ohio Bell has not obtained any information that suggests that hazardous substances generated at Ohio Bell facilities were in fact disposed of at the SDDL site.

INTERROGATORY NO. 15

If Your answer to Interrogatory #14 is "no" or anything other than an unqualified "yes," set forth completely and in detail the factual basis for your answer.

RESPONSE NO. 15

Objection. Ohio Bell objects to this interrogatory on the grounds that it is overly broad and unduly burdensome particularly given that the burden of proof is on Plaintiffs to show that Ohio Bell disposed of hazardous substances at the SDDL site; Ohio Bell is not required to prove that it did not use the site. Interrogatory 15 impermissibly demands that Ohio Bell provide and analyze information on waste disposal practices occurring from 1941 to 1996, a fifty-five year period ranging seventy-three years into the past and most recently eighteen years ago.

Without waiving the foregoing objections, Ohio Bell responds as follows:

See response to Interrogatories Nos. 5, 6 and 14.

INTERROGATORY NO. 16

If Your answer to Interrogatory #14 is "no" or anything other than an unqualified "yes," identify, for the period 1941 through 1996:

a. Any and all locations where Your Waste was sent; and
b. Any and all persons or entities who transported you Waste to any location.

RESPONSE NO. 16

Objection. Ohio Bell objects to this interrogatory on the grounds that it is overly broad and unduly burdensome particularly given the fact that it calls for Ohio Bell to provide

information on waste disposal practices occurring from 1941 to 1996, a fifty-five year period ranging seventy-three years into the past and most recently eighteen years ago.

Without waiving the foregoing objections, Ohio Bell responds as follows:

See response to Interrogatories No. 12 and No. 14.

INTERROGATORY NO. 17

If Your answer to Interrogatory #14 is "yes" or anything other than an unqualified "no," identify:

1. Any and all persons or entities who transported Your Waste to the Site;
2. The time period(s) during which Your Waste went to the Site;
3. For each period (e.g., by year, month, etc.), the approximate volume of your waste that went to the Site;
4. a description of the production process and/or business operation that generated Your Waste that went to the Site; and
5. The physical and chemical composition of Your Waste that went to the Site.

RESPONSE NO. 17

See response to Interrogatory No. 14.

INTERROGATORY NO. 18

Identify each fact witness You intend to call at the trial of this case, the anticipated subject matter of that witness's testimony, and each document that in any way relates to that witness's testimony in the case.

RESPONSE NO. 18

Ohio Bell has not yet identified which fact witnesses Ohio Bell will call at the trial of this case or the anticipated subject matter of the witness's testimony. At the appropriate time and in compliance with the provisions of the Federal Rules of Civil Procedure and any applicable Court Order, Ohio Bell will respond to this request.

INTERROGATORY NO. 19

Identify each expert witness You intend to call at the trial of this case, the anticipated subject matter of that witness's testimony, and each document that in any way relates to that witness's testimony in the case.

RESPONSE NO. 19

Ohio Bell has not yet identified which expert witnesses Ohio Bell will call at the trial of this case or the anticipated subject matter of the witness's testimony. At the appropriate time and in compliance with the provisions of the Federal Rules of Civil Procedure and any applicable Court Order, Ohio Bell will respond to this request.

INTERROGATORY NO. 20

Identify all documents You intend to use as exhibits at the trial of this case.

RESPONSE NO. 20

Ohio Bell has not yet identified which documents Ohio Bell will use at the trial of this case. At the appropriate time and in compliance with the provisions of the Federal Rules of Civil Procedure and any applicable Court Order, Ohio Bell will respond to this request.

REQUESTS FOR DOCUMENTS

Ohio Bell incorporates in its responses to these Requests for Documents all answers and objections stated above in response to Plaintiffs' Interrogatories.

REQUEST NO. 1

All documents relating to the Site including but not limited to the disposal and/or the arrangement for disposal of any material by any person at the Site.

RESPONSE NO. 1

Ohio Bell has not located any documents relating to the disposal and/or the arrangement for disposal of any Ohio Bell material by any person at the Site.

REQUEST NO. 2

All documents relating to the Site including but not limited to all documents relating to materials which at any time had been located or generated at any of your facilities and which materials were disposed of, or may have been disposed of at the Site.

RESPONSE NO. 2

Objection. Without waiving these objections, Ohio Bell has not located any documents specifically relating to materials which at any time had been located or generated at any of its facilities and which materials were disposed of, or may have been disposed of at the Site.

REQUEST NO. 3

All documents relating to any Waste disposal company with whom you contracted to pick up and/or dispose of materials which were located or generated at each production facility or business operation identified in response to Interrogatory Nos. 5 and 6.

RESPONSE NO. 3

Objection. Without waiving these objections, Ohio Bell has not located any documents specifically relating to any Waste disposal company with whom Ohio Bell contracted to pick up and/or dispose of materials which were located or generated at each production facility or business operation identified in response to Interrogatory Nos. 5 and 6.

REQUEST NO. 4

All material safety data sheets relating to each of the production processes and/or business operations identified in response to Interrogatory Nos. 5 and 6.

RESPONSE NO. 4

Objection. Without waiving these objections, Ohio Bell does not have any documents responsive to this request that are not already in the possession of the Plaintiffs. Specifically, Plaintiffs' counsel has access to the discovery that occurred and the documents that were produced in the *Cargill* litigation regarding the North Sanitary Landfill Site, Dayton, Ohio, which materials may be potentially responsive to this document request.

REQUEST NO. 5

All documents relating to the layout or description (e.g., blueprints) of each production facility or business operation that you identified in response to Interrogatory Nos. 5 and 6, for the time period from 1941 through 1996.

RESPONSE NO. 5

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense.

REQUEST NO. 6

All documents relating to all permits for each of the production process and/or business operations identified in response to Interrogatory Nos. 5 and 6.

RESPONSE NO. 6

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense.

REQUEST NO. 7

All documents relating to any inspections and/or investigations of each of the production facilities and/or business operations identified in response to Interrogatory Nos. 5 and 6 by any person, including but not limited to the USEPA, the Ohio EPA, or the Occupational Safety & Health Administration, through the present time.

RESPONSE NO. 7

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. Notwithstanding these objections, Ohio bell does not have documents regarding USEPA or Ohio EPA inspections of the facilities identified in Interrogatory No. 5.

REQUEST NO. 8

All documents relating to the methodology and results or any tests, studies, modeling, and/or analyses of waste streams resulting from each of the production processes and/or business operations identified and described in response to Interrogatory Nos. 5 and 6.

RESPONSE NO. 8

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. Notwithstanding these objections,

Ohio bell does not have documents relating to the methodology and results or any tests, studies, modeling, and/or analyses of waste streams resulting from each of the production processes and/or business operations identified and described in response to Interrogatories Nos. 5 and 6.

REQUEST NO. 9

All documents relating to the identification of hazardous substances and/or materials that were disposed of or may have been disposed of at the Site.

RESPONSE NO. 9

Ohio Bell has not located any documents that indicate hazardous substances and/or materials may have been disposed at the Site. As such, Ohio Bell cannot produce any documents related to the identification hazardous substances and/or materials that were disposed of or may have been disposed of at the Site.

REQUEST NO. 10

All documents relating to the disposal of materials at the Site which were generated by or located at any of your facilities or business operations.

RESPONSE NO. 10

Ohio Bell has not located any documents that indicate Ohio Bell materials may have been disposed at the Site. As such, Ohio Bell cannot produce any documents related to Ohio Bell materials that were disposed of or may have been disposed of at the Site.

REQUEST NO. 11

All documents relating to the disposal of materials which were generated from or located at any of your facilities to any disposal or recycling facility within 50 miles of the Site from 1941 through 1996, including but not limited to documents relating to any waste disposal company with whom you contracted to pick up and/or dispose of such materials from such facilities.

RESPONSE NO. 11

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is

unduly burdensome in that it requests Ohio Bell to investigate every property, site or facility within 50 miles of the SDDL site from 1941 through 1996, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site.

REQUEST NO. 12

All written, recorded, videotaped, and/or transcribed statements, affidavits and/or testimony from any person relating to the Site.

RESPONSE NO. 12

Objection. No documents responsive to this request that are not already in the public record or available to Plaintiffs are currently available to Ohio Bell.

REQUEST NO. 13

All documents relating to any environmental audits, investigations, inspections, and air, water, soil, or sediment tests performed by any person upon the property, production facility or business operations at each of the production facilities and/or business operations identified in response to Interrogatory Nos. 5 and 6 is located, for the period from 1941 through 1996.

RESPONSE NO. 13

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Without waving these objections, Plaintiffs' counsel has access to the discovery that occurred and the documents that were produced in the *Cargill* litigation regarding the North Sanitary Landfill Site, Dayton, Ohio, which materials may be potentially responsive to this document request.

REQUEST NO. 14

All documents relating to the purchase, cleaning, and/or handling or disposal of all containers used at each production facility and/or in the course of business operations identified

in response to Interrogatory Nos. 5 and 6.

RESPONSE NO. 14

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, no documents responsive to this request are currently available to Ohio Bell.

REQUEST NO. 15

All documents relating to any communications that you have had with any persons including but not limited to the USEPA, Ohio EPA, or any other Federal, State, or local government agency relating to the Site.

RESPONSE NO. 15

Without waving objections to the production of privileged materials, documents responsive to this request are being produced to the Plaintiffs, specifically limited correspondence with USEPA re the SDDL site.

REQUEST NO. 16

All documents relating to the volume, chemical composition and/or toxicity of any materials which were at any time located or generated at any of your facilities and which materials were or may have been disposed of at the Site.

RESPONSE NO. 16

Objection. Without waving these objections Ohio Bell has not located any documents that indicate Ohio Bell materials may have been disposed at the Site. As such, Ohio Bell cannot produce any documents related to Ohio Bell materials that were disposed of or may have been disposed of at the Site.

REQUEST NO. 17

All documents relating to, or identifying hazardous substances that were present and/or used in any of the production processes or and/or business operations identified in response to Interrogatory Nos. 5 and 6, for the period from 1941 through 1996.

RESPONSE NO. 17

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, Plaintiffs' counsel has access to the discovery that occurred and the documents that were produced in the *Cargill* litigation regarding the North Sanitary Landfill Site, Dayton, Ohio, which materials may be potentially responsive to this document request.

REQUEST NO. 18

All documents relating to the amount of production per year for each of the production processes and/or business operations identified and described in response to Interrogatory Nos. 5 and 6.

RESPONSE NO. 18

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, no documents responsive to this request are currently available to Ohio Bell.

REQUEST NO. 19

All documents relating to the amount of waste production per year for each of the production processes and/or business operations identified and described in response to Interrogatory Nos. 5 and 6.

RESPONSE NO. 19

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, no documents responsive to this request are currently available to Ohio Bell.

REQUEST NO. 20

All documents (including but not limited to all shipping manifests, invoices, bills of lading, and other similar documents) relating to the handling, storage, treatment, transportation, and/or disposal of any hazardous wastes and/or solid wastes from any production facility or in the course of any business operations identified in response to Interrogatory Nos. 5 and 6.

RESPONSE NO. 20

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, Plaintiffs' counsel has access to the discovery that occurred and the documents that were produced in the *Cargill* litigation regarding the North Sanitary Landfill Site, Dayton, Ohio, which materials may be potentially responsive to this document request.

REQUEST NO. 21

All documents relating to your daily practices for handling any waste materials at any production facility or in the course of any business operations identified in response to Interrogatory Nos. 5 and 6.

RESPONSE NO. 21

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, Plaintiffs' counsel has access to the discovery that occurred and the documents that were produced in the *Cargill* litigation regarding the North Sanitary Landfill Site, Dayton, Ohio, which materials may be potentially responsive to this document request.

REQUEST NO. 22

All documents relating to personnel responsible for the receiving, handling, treatment, transportation, disposal and/or for arranging for disposal of Waste from any production facility or in the course of business operations identified in response to Interrogatory Nos. 5 and 6, for the period from 1941 through 1996.

RESPONSE NO. 22

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, no documents responsive to this request are currently available to Ohio Bell.

REQUEST NO. 23

All photographs, blueprints, plans, design drawings, layout drawings, and/or representations, of each production facility that you identified in response to Interrogatory Nos. 5 and 6 for the period from 1941 through 1996.

RESPONSE NO. 23

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, Plaintiffs' counsel has access to the discovery that occurred and the documents that were produced in the *Cargill* litigation regarding the North Sanitary Landfill Site, Dayton, Ohio, which materials may be potentially responsive to this document request.

REQUEST NO. 24

All photographs, drawings, representations and/or written descriptions of any vehicle(s) that transported Waste from each production facility and/or in the business operations identified in response to Interrogatory Nos. 5 and 6, whether transported by You or another person.

RESPONSE NO. 24

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, no documents responsive to this request are currently available to Ohio Bell.

REQUEST NO. 25

All documents relating to personnel responsible for managing, driving, maintaining and/or dispatching any vehicle(s) that transported Waste from each production facility and/or in the business operations identified in response to Interrogatory Nos. 5 and 6, whether transported by You or another person.

RESPONSE NO. 25

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, no documents responsive to this request are currently available to Ohio Bell.

REQUEST NO. 26

All documents relating to the receiving, handling, treatment, transportation, disposal and/or for arranging the disposal of Waste from any production facility or in the course of business operations identified in response to Interrogatory Nos. 5 and 6, for the period from 1941 through 1996.

RESPONSE NO. 26

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, no documents responsive to this request are currently available to Ohio Bell.

REQUEST NO. 27

All documents You referred to or relied upon to formulate Your answers to the Interrogatories.

RESPONSE NO. 27

Objection. Notwithstanding these objections, Ohio bell incorporates by reference all above responses.

REQUEST NO. 28

All documents relating to Your document retention and/or destruction policies from 1941 through the present.

RESPONSE NO. 28

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, Plaintiffs' counsel has access to the discovery that occurred and the documents that were produced in the Cargill litigation regarding the North Sanitary Landfill Site, Dayton, Ohio, which materials may be potentially responsive to this document request.

REQUEST NO. 29

All documents You intend to use as exhibits at the trial of this matter.

RESPONSE NO. 29

Ohio Bell has not yet identified which documents that Ohio Bell will use as exhibits at the trial of this matter. At the appropriate time and in compliance with the provisions of the Federal Rules of Civil Procedure and any applicable Court Order, Ohio Bell will respond to this request.

REQUEST NO. 30

All documents You intend to use at the trial of this matter, whether You intend to mark them as trial exhibits or otherwise.

RESPONSE NO. 30

Ohio Bell has not yet identified which documents Ohio Bell will use at the trial of this matter. At the appropriate time and in compliance with the provisions of the Federal Rules of Civil Procedure and any applicable Court Order, Ohio Bell will respond to this request.

REQUEST NO. 31

All documents reflecting the name or name(s) of person(s) who performed or were responsible for general maintenance at each production facility and/or in the business operations identified in response to Interrogatory Nos. 5 and 6 for the period from 1941 through 1996.

RESPONSE NO. 31

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, no documents responsive to this request are currently available to Ohio Bell.

REQUEST NO. 32

All documents reflecting the name or name(s) of person(s) who performed or were responsible for purchasing supplies, raw materials and/or services at each production facility and/or in the business operations identified in response to Interrogatory Nos. 5 and 6 for the period from 1941 through 1996.

RESPONSE NO. 32

Objection. This request is vague, overbroad, unduly burdensome and not calculated to lead to the discovery of matters relevant to a claim or defense. In particular, this request is

unduly burdensome in that it requests Ohio Bell to investigate the history of numerous sites, regardless of whether or not any wastes form the particular site, property or facility were disposed of at the SDDL site. Notwithstanding these objections, no documents responsive to this request are currently available to Ohio Bell.

Dated: November 7, 2014

Respectfully Submitted,

/s/Edward L. Bettendorf
Edward L. Bettendorf (OH 0025924)
Trial Attorney
45 Erieview Plaza, Suite 1400
Cleveland, Ohio 44114
(216) 544-7420 (C) (Preferred)
(216) 822-4723 Telephone
(216) 822-0240 Facsimile
Eb5312@att.com
Trial Attorney for Defendant The Ohio Bell Telephone Company dba AT&T Ohio

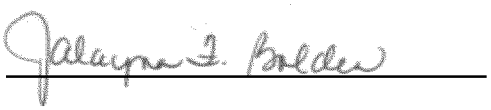
/s/ James B. Slaughter
James B. Slaughter (DC 417273) (pro hac vice)
Beveridge & Diamond, P.C.
1350 I Street, N.W. , Suite 700
Washington, D.C. 20005
(202) 789-6040 Telephone
(202) 789-6190 Facsimile
jslaughter@bdlaw.com
Attorney for Defendant The Ohio Bell Telephone Company dba AT&T Ohio

VERIFICATION

I, Jalayna Bolden, state that I am Assistant Secretary of Ohio Bell Telephone Company and am authorized to verify the above interrogatory answers on behalf of Ohio Bell Telephone Company, that these responses were prepared with the assistance and advice of employees of, and counsel for, Ohio Bell Telephone Company, and that I have relied on this assistance and advice. These responses are limited by the records and information still in existence and thus far discovered and reviewed in the course of preparation of these responses. The interrogatory answers are true to the best of my knowledge, information and belief.

I declare under penalty of perjury (pursuant to 28 U.S.C. § 1746) that the foregoing is true and correct.

Dated this 7th day of November, 2014.



Jalayna Bolden

CERTIFICATE OF SERVICE

I hereby certify that on November 7, 2014, I electronically served a true and correct copy of Ohio Bell Telephone Company Responses to Plaintiffs' Interrogatories and Request for Production of Documents to Defendant Ohio Bell Telephone Company on all counsel of record.

/s/ James B. Slaughter
James B. Slaughter (DC 417273)
(pro hac vice)
Beveridge & Diamond, P.C.
1350 I Street, N.W. , Suite 700
Washington, D.C. 20005
(202) 789-6040 Telephone
(202) 789-6190 Facsimile
jslaughter@bdlaw.com
Attorney for Defendant The Ohio Bell Telephone Company dba AT&T Ohio

at&t

Paul Shorb
General Attorney

AT&T Services, Inc.
99 Bedford Street
Suite 420
Boston, MA 01267

T: 617.574.3022
F: 832.213.0280
pshorb@att.com

November 6, 2012

Via email (nash.thomas@epa.gov) and U.S. mail
Thomas C. Nash
Associate Regional Counsel, C-14J
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Re: South Dayton Dump and Landfill Site in Moraine, Ohio

Dear Mr. Nash,

Thanks again for speaking with me on October 1 and on November 1. I understand that you are not aware of any nexus information linking The Ohio Bell Telephone Company ("Ohio Bell") to the above site ("Site") other than the references in the transcript of the deposition of Edward Grillot that was taken on April 24, 2012.

The Grillot testimony does not support a nexus between Ohio Bell and any environmental conditions of concern at the Site, including the landfill gas migration and vapor intrusion issues that EPA seeks to address through the draft Administrative Settlement Agreement and Order on Consent (ASAOC) that was enclosed with your October 19 letter addressed to Ohio Bell. The Grillot testimony describes Ohio Bell vans infrequently dropping off old telephones, plastic covers off of phones, metal inner parts of phones, wire, empty spools, "fittings", "a lot of plastic", and possibly connectors for copper lightning rods. In addition to showing that Ohio Bell dropped off only a relatively small quantity of innocuous material, the Grillot testimony stressed the efforts that were made to recover and recycle metals and other salvageable materials like those dropped off by Ohio Bell. There is no mention of any material being disposed of by Ohio Bell that has any relationship to the environmental conditions that EPA is seeking to address. Therefore, Ohio Bell does not intend to sign the ASAOC.

If you find any other nexus information relevant to Ohio Bell, please let me know.

Thank you for your consideration.

Sincerely,

Paul Shorb

Deposition of Edward Grillot, taken April 24, 2012

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

HOBART CORPORATION, et al.,	)	
	)	
Plaintiffs,	)	
	)	
-vs-	)	Case No. 3:10-CV-195
	)	
WASTE MANAGEMENT OF OHIO, INC., et al.,	)	
	)	
	)	
Defendants.	)	

DEPOSITION OF EDWARD GRILLOT taken by me, Susan L. Bickert, a Certified Shorthand Reporter and Notary Public in and for the State of Ohio, at large, pursuant to the Federal Rules of Civil Procedure, as upon Direct Examination, at the offices of Thompson Hine, LLP, Austin Landing I, 10050 Innovation Drive, Suite 400, Dayton, Ohio 45342, on Tuesday, April 24, 2012, commencing at 10:10 o'clock a.m. on behalf of the Plaintiffs.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

OCT 19 2012

REPLY TO THE ATTENTION OF:
C-14J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

For the Ohio Bell Telephone Company
CT Corporation System
1300 East Ninth Street
Cleveland, OH 44114

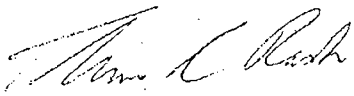
Re: South Dayton Dump and Landfill Site, Moraine, Montgomery County, Ohio
Site Spill Identification Number: B52B
Administrative Settlement Agreement and Order on Consent

Dear Sir or Madam:

Enclosed is a proposed Administrative Settlement Agreement and Order on Consent (ASAOC), pursuant to Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622 by which your client would agree to undertake the removal actions determined by the U.S. Environmental Protection Agency to be necessary at the South Dayton Dump and Landfill Site, in Moraine, Montgomery County, Ohio. In addition, by signing the ASAOC your client would agree to reimburse the United States for its costs of overseeing the removal actions performed under this Order and the costs which the United States has already incurred at said Site in the approximate amount of $85,968.57. While the enclosed has not been approved by the official having the legal authority to bind EPA, if your client executes the document, the undersigned and the On-Scene Coordinator for this Site will recommend that the agency enter the ASAOC in its present form.

If your client wishes to settle this matter on the terms contained in the enclosed ASAOC, please have it executed by a duly authorized agent, and returned to me within 14 calendar days of receipt. If you have any questions or concerns, please call me immediately at (312) 886-0552 or email me at nash.thomas@epa.gov. If your client is unwilling to enter into the Order as written, we would appreciate being so advised without delay, so that the agency may undertake an alternative approach to deal with the serious situation at the Site.

Sincerely,



Thomas C. Nash
Associate Regional Counsel

Enclosure

ATTACHMENT A
SOUTH DAYTON DUMP AND LANDFILL
RESPONDENTS OF ASAOC

For the Ohio Bell Telephone Company
CT Corporation System
1300 East Ninth Street
Cleveland, OH 44114

cc:
Paul Shorb
General Attorney
AT&T Services, Inc.
99 Bedford Street, Suite 420
Boston, MA 02111

Coca-Cola Refreshments USA, Inc.
Corporation Trust Center
1209 Orange Street Wilmington
New Castle, DE 19801

cc:
Coca-Cola Refreshments USA, Inc.
Leah J. Knowlton
Miller & Martin PLLC
Suite 800
1170 Peachtree Street,
N.E.
Atlanta, GA 30309

For Bridgestone Americas
National Registered Agents, Inc.
Tire Operations, LLC
145 Baker Street
Marion, OH 43302

cc:
Bridgestone Americas Tire Operation, LLC
William D. Wick, Esq.
Wactor & Wick LLP
Environmental Attorneys
180 Grand Avenue, Suite 950
Oakland, CA 94612

Illinois Tool Works, Inc.
Larry Silver
Langsam, Stevens, Silver & Hollaender
1616 Walnut Street, Suite 1700
Philadelphia, PA 19103-5319

NCR Corporation
Larry Silver
Langsam, Stevens, Silver & Hollaender
1616 Walnut Street, Suite 1700
Philadelphia, PA 19103-5319

TRW Automotive
Larry Silver
Langsam, Stevens, Silver & Hollaender
1616 Walnut Street, Suite 1700
Philadelphia, PA 19103-5319

and

TRW Automotive
Scott Blackhurst
24175 Research Drive
Farmington Hills, MI 48335

Margaret C. Grillot
Timothy D. Hoffman
Dinsmore & Shohl LLP
1100 Courthouse Plaza, S.W.
10 N. Ludlow Street
Dayton, OH 45402

Kathryn A. Boesch
Timothy D. Hoffman
Dinsmore & Shohl LLP
1100 Courthouse Plaza, S.W.
10 N. Ludlow Street
Dayton, OH 45402

For Pepsi Cola General Bottlers of Ohio, Inc.
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

cc:
David H. Patrick
Legal Senior Director, Operations
Pepsi Americas Beverages
1 Pepsi Way; MD 7S-58
Somers, NY 10589

Peerless Transportation Company
Carl M. Bridges
P.O. Box 1296
Dayton, OH 45401

cc:
W. Roger Fry, Esq.
Rendings, Fry, Kiely & Dennis, LLP
600 Vine Street, Suite 2650
Cincinnati, OH 45202

Valley Asphalt Corporation
Daniel T. Crago
Environmental Manager
11641 Mosteller Road
Cincinnati, Ohio 45241

For Flowserve
CT Corporations System
111 Eight Avenue
New York, NY 10011

cc:
Flowserve Corporation
Robert L. Roberts, Jr.
5212 N. O'Connor Blvd.
Suite 2300
Irving, TX 75039

For Franklin Iron & Metal Corp.
Mark R. Chilson
9277 Centre Pointe Drive Suite 100
West Chester, OH 45069

cc:
Robert Thumann
Crehan & Thumann, LLC
1206 Race Street
Cincinnati, OH 45202

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:

South Dayton Dump and Landfill Site
Moraine, Montgomery County, Ohio

Respondents:

Listed in Attachment A

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION

Docket No. _____

Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (Settlement Agreement) is entered into voluntarily by the United States Environmental Protection Agency (U.S. EPA) and Respondents. This Settlement Agreement provides for the performance of removal actions by Respondents and the payment of certain response costs incurred by the United States at or in connection with the South Dayton Dump and Landfill Site (Site) located at 1975 Dryden Road in Moraine, Montgomery County, Ohio.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622. This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

3. U.S. EPA has notified the State of Ohio (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. U.S. EPA and Respondents recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (Findings Of Fact) and V (Conclusions Of Law And Determinations) of this Settlement Agreement. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon U.S. EPA and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement Agreement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement, the remaining Respondents shall complete all such requirements.

7. Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Settlement Agreement. Respondents shall be responsible for any noncompliance with this Settlement Agreement.

III. DEFINITIONS

8. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

"Day" shall mean a calendar day unless otherwise specified. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXX (Effective Date).

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement on or after the Effective Date. Future Response Costs shall also include, but not be limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 23 (including, but not limited to, costs and attorneys fees and any monies paid to secure access, including, but not limited to, the amount of just compensation), and Paragraph 35 (emergency response). Future Response Costs shall also include all costs, including, but not limited to, direct and indirect costs, incurred prior to the Effective Date, but paid after that date. Future Response Costs shall also include all "Interim Response Costs," and all Interest on those Past Response Costs Respondents have agreed to pay under this Settlement Agreement that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from June 5, 2012 to the Effective Date.

"Interest" shall mean interest at the rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Interim Response Costs" shall mean all costs, including direct and indirect costs, (a)

incurred and paid by the United States in connection with the Site between June 5, 2012 and the Effective Date, or (b) incurred after June 5 and prior to the Effective Date, but paid after that date.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Paragraph" shall mean a portion of this Settlement Agreement" identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean EPA and Respondents.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through September 30, 2012, plus Interest on all such costs through such date.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

"Respondents" shall mean those Parties identified in Attachment A.

"Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

"Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXIX (Severability/Integration/Attachments)). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

"Site" shall mean the South Dayton Dump and Landfill Superfund Site, encompassing approximately 80 acres, located at 1975 Dryden Road in Moraine, Ohio and depicted generally on the map attached as Attachment B.

"State" shall mean the State of Ohio.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including U.S. EPA.

"U.S. EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of

CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any "hazardous waste" under Ohio Revised Code , Section 3734.01 (J).

"Work" shall mean all activities Respondents are required to perform under this Settlement Agreement, except those required by Section XI (Record Retention).

IV. FINDINGS OF FACT

9. Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

a. The Site is located at 1901 through 2153 Dryden Road and 2225 East River Road in Moraine, Ohio. The Site is bounded to the north and west by the Miami Conservancy District floodway (part of which is included in the definition of the Site), the Great Miami River Recreational Trail and the Great Miami River beyond. The Site is bounded to the east by Dryden Road with light industrial facilities beyond, to the southeast by residential and commercial properties along East River Road with a residential trailer park beyond, and to the south by undeveloped land with industrial facilities beyond.

b. The Site is a former industrial landfill located at 1975 Dryden Road in Moraine, Ohio. It encompasses a total of 80 acres, 65 of which contain landfilled waste. Approximately 40 acres of the landfill have been built over and/or are being used for other commercial/industrial purposes.

c. Approximately 25,060 people live within a 4-mile radius of the Site. Six single-family residences are located on the northwest side of East River Road and are adjacent to the southeast boundary of the Site. A seventh single family home is located on the southeast side of East River Road and is within 300 feet of the Site. A trailer park with several residences is also situated approximately 300 feet southeast of the Site at the southeast intersection of Dryden Road and East River Road.

d. From 1941 to the present, various members of the Boesch and Grillot families have owned a major portion of the property where dumping was conducted. The properties that comprise the Site were acquired over time by Horace Boesch and Cyril Grillot.

e. The landfill operated from the early 1940s to 1996 and is a filled sand and gravel pit. The landfill contains household waste, drums, metal turnings, fly ash, foundry sand, demolition material, wooden pallets, asphalt, paint, paint thinner, oils, brake fluids, asbestos, solvents, transformers and other industrial waste. As the excavated areas of the Site were filled, some of the property was sold and/or leased to businesses including Valley Asphalt and other businesses along Dryden Road and East River Road. The Miami Conservancy District owns the southern part of the site including part of the large quarry pond.

f. Disposal of waste materials began at the Site in the early 1940s. Materials dumped at the Site included drummed wastes. Known hazardous substances were disposed at the Site, including drums containing hazardous waste from nearby facilities. Some of the drums contained cleaning solvents (1,1,1-trichloroethane ["TCA"]; methyl ethyl ketone ["MEK"]; and xylene); cutting oils; paint; stoddard solvents; and machine-tool, water-based coolants. The Site had previously accepted materials including oils, paint residue, brake fluids, chemicals for cleaning metals, solvents, etc. Large quantities of foundry sand and fly ash were dumped at the Site. Asbestos was also dumped at the Site.

g. U.S. EPA conducted a screening site inspection of the Site in 1991. Ohio EPA conducted a site team evaluation prioritization of the landfill in 1996. In 2002, U.S. EPA conducted an aerial photographic analysis of the site.

h. In 2000, Valley Asphalt removed several drums and 2,217 tons of contaminated soils from their property (northern area of the Site) that was uncovered when a sewer line was being excavated. U.S. EPA proposed the site to the National Priorities List in 2004.

i. In 2006, several potentially responsible parties (PRPs) for the Site agreed to conduct further studies and evaluate cleanup options at the Site under a Remedial Investigation/ Feasability Study (RI/FS). The RI/FS is being conducted under an Administrative Settlement Agreement and Order on Consent with U.S. EPA. In 2008, the PRPs agreed to conduct a streamlined RI/FS at the site. The PRPs conducted several investigations at the site from 2008 through 2010.

j. The 2008-2010 investigations conducted by the PRPs included geophysical surveys, test pit and test trench sampling, vertical aquifer sampling, landfill gas sampling and groundwater monitoring well installation and sampling. From these investigations, it was found that the groundwater contains vinyl chloride, trichloroethylene (TCE),, 1,2-dichloroethene, arsenic, lead and other chemicals. Landfill gas contains methane, TCE and other volatile organic compounds. Based on the investigations, the PRPs agreed to divide the site work into two parts. Operable unit one (OU1) would involve evaluating cleanup alternatives to address 55 acres of the landfill, and would include cleanup alternatives that would allow on-site business to remain safely operating at the site.

k. In June 2012, U.S. EPA, in consultation with Ohio EPA, determined that additional data must be collected on groundwater and potential hot spots before selecting a remedy for OU1. U.S. EPA anticipated oversight of additional OU1 RI/FS field work, with a proposed cleanup plan and final OU1 remedy selection by March 2015.

l. Operable unit two (OU2) will involve more detailed investigations of the landfill materials in remaining site areas, surface water and sediment in the on-site Quarry Pond and the Great Miami River, floodplain soils, and off-site groundwater. U.S. EPA expects the PRPs to submit a work plan for the OU2 work in 2013.

m. In a letter dated June 5, 2012, U.S. EPA RPM Karen Cibulskis requested U.S. EPA Emergency Response Branch assistance to determine if the Site met the criteria for a time-critical removal action. The letter requested removal assistance in evaluating U.S. EPA's options for addressing current and potential vapor intrusion risks at the Site, including whether removal authority could be appropriately used to implement mitigation measures to address all or some of the current and threatened risks posed by VOCs (primarily TCE) in sub-slab soil gas at 12 commercial/industrial buildings built over the landfill, and at an adjacent commercial/industrial building. PRP Vapor intrusion sampling in January and March 2012 has shown TCE sub-slab vapor levels as high as 5,582 parts per billion by volume [ppbv] and TCE indoor air vapor levels as high as 13 ppbv, a documented completed exposure pathway.

n. At the occupied building located at 2031 Dryden Road, methane was detected in a laboratory sub-slab sample at 0.97%, which exceeds the ODH sub-slab methane screening level of 0.5%. Based on field data methane was not detected in the indoor air.

o. In Building 2 located at 1903 Dryden Road, which is used for storage, methane was detected in a laboratory sub-slab sample above 100% of the LEL (sample concentration 6.6% methane by volume), but was not detected in indoor air (based on field data). Building 2 is currently closed to access.

p. On July 6, 2012, the ODH provided health-based guidance to evaluate the results of Vapor Intrusion sub-slab and indoor air sampling for contaminants of concern at the Site. The Agency for Toxic Substances and Disease Registry (ATSDR) and the Ohio Department of Health (ODH) identified residential and non-residential sub-slab and indoor air screening levels.

q. In a letter dated July 17, 2012, the Ohio EPA expressed concerns about the risk to human health from indoor air exposure to VOCs and the risk of explosive conditions from landfill gas. Ohio EPA views the Site as a threat to the on-Site and surrounding businesses and residences, and supports the Remedial Branch's request for assistance from the Removal Branch in evaluating options for addressing current and potential vapor intrusion risks at the Site.

r. Between July 12 and August 8, 2012, U.S. EPA conducted a Removal Site Investigation at the Site including residential and non-residential sub-slab sampling and the installation of soil gas vapor probes along the Site's eastern perimeter. U.S. EPA sampling has confirmed a completed exposure pathway with respect to Vapor Intrusion.

s. Vapor intrusion sampling results from 2012 by U.S. EPA and the PRPs have documented vapor intrusion is occurring at the Site. Five non-residential buildings have shown sub-slab TCE concentrations greater than the ODH sub-slab screening level (as high as 17,000 ppbv) and indoor air TCE concentrations greater than the ODH indoor air screening level of 2 ppbv (as high as 50 ppbv). One non-residential building has shown a crawl space PCE concentration at 38 ppbv which exceeds the ODH indoor air PCE screening level of 25 ppbv. In addition, one non-residential building has shown a sub-slab methane level of 6.6%. Methane is explosive between 5% and 15%.

t. U.S. EPA has documented methane levels using field screening and soil gas samples n GP-2 (12-foot and 16-foot depths) ranging from 2.5% to 24.1%. These results are greater than he ODH sub-slab methane screening level of 0.5% and Ohio EPA's perimeter regulatory level of 5% (lower explosive limit). GP-2 is located off-Site, on the eastside of Dryden Road and adjacent to a Dayton Power & Light building.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

10. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, U.S. EPA has determined that:

a. The South Dayton Dump and Landfill Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response actions and for response costs incurred and to be incurred at the Site.

i. Respondents Valley Asphalt Corporation, Margaret C. Grillot and Kathryn A. Boesch are the "owners" and/or "operators" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

ii. Respondents Valley Asphalt Corporation, Margaret C. Grillot and Kathryn A. Boesch are the "owners" and/or "operators" of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2);

iii. Respondents: Coca Cola Refreshments USA, Inc. (f/k/a Dayton Coca-Cola Bottling Co.); Flowserve Corporation; Franklin Iron & Metal Corporation; NCR Corporation; Bridgestone Americas Tire Operations (f/k/a Dayton Tire and Rubber); Illinois Tool Works (f/k/a Hobart Corporation); TRW Automotive (f/k/a Dayton Walther, Kelsey-Hayes); The Ohio Bell Telephone Company; Pepsi Americas Beverages (f/k/a Pepsi-Cola General Bottlers of Ohio, Inc.) arranged for disposal or treatment, or arranged with a transporter for

transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3);

iv. Respondent The Peerless Transportation Company accepted hazardous substances for transport to the facility, within the meaning of Section 107(a)(4) of CERCLA, 42 U.S.C. § 9607(a)(4).

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility into the "environment" as defined by Sections 101(22) and 101(8) of CERCLA, 42 U.S.C.§§ 9601(22) and 9601(8).

f. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended (NCP), 40 C.F.R. § 300.415(b)(2). These factors include, but are not limited to, the following:

i. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants; this factor is present at the Site due to the existence of vapor intrusion which occurs when vapors produced by a chemical spill or groundwater contamination plume migrate through soil into the foundations of structures and into the indoor air. When chemicals are spilled on the ground, they will seep into the soil and make their way into the groundwater. VOCs, including TCE, produce vapors that travel through soil. These vapors can enter a home or building through cracks in the foundation or into a basement with a dirt floor or concrete slab.

To date, U.S. EPA and the PRPs have conducted vapor intrusion sampling and have documented the following VOC and methane exceedances:

- One non-residential building (2003 Dryden Road – Building 2) showed a sub-slab 1,1-DCA level greater than the ODH sub-slab 1,1-DCA screening level of 160 ppbv, with a high 1,1-DCA concentration of 4,100 ppbv.

- Three non-residential buildings (1903 Dryden Road – Building 2, 2003 Dryden Road – Building 2 and 2031 Dryden Road – Building 1) showed sub-slab benzene levels greater than the ODH sub-slab benzene screening level of 20 ppbv, with a high benzene concentration of 540 ppbv in 2031 Dryden Road. An indoor air sample collected at 2003 Dryden Road – Building 2 showed a benzene concentration of 2.4 ppbv, which exceeds the ODH indoor air benzene screening level of 2 ppbv. This documents a completed exposure pathway for vapor intrusion.

- Two non-residential buildings (2015 Dryden Road, Building 1 and 2031 Dryden Road, Building 1) showed sub-slab cis-1,2-DCE levels greater than the ODH sub-slab cis-1,2-

DCE screening level of 370 ppbv, with a high cis-1,2-DCE concentration of 27,000 ppbv at 2031 Dryden Road, Building 1.

- Three non-residential buildings (1903 Dryden Road, Building 2; 2003 Dryden Road, Building 2; and 2031 Dryden Road, Building 1) showed sub-slab vinyl chloride levels greater than the ODH sub-slab vinyl chloride screening level of 20 ppbv, with a high vinyl chloride concentration of 5,500 ppbv.

- Thirteen non-residential buildings showed sub-slab TCE levels greater than the ODH sub-slab TCE screening level of 20 ppbv, with a high TCE concentration of 17,000 ppbv. Five of the thirteen non-residential buildings show indoor air TCE levels greater than the ODH indoor air TCE screening level of 2 ppbv, with a high TCE concentration of 50 ppbv, documenting a completed exposure pathway. This indoor air TCE result is 2.5 times greater than the removal action screening level provided by ODH. In addition, one non-residential on-Site structure showed a crawl space PCE level greater than the ODH indoor air PCE screening level of 25 ppbv, with a PCE concentration of 38 ppbv.

- One non-residential building (2031 Dryden Road – Building 1) showed a sub-slab m,p-xylene sub-slab concentration of 2,100 ppbv, which exceeds the m,p-xylene screening level of 2,000 ppbv; and an o-xylene sub-slab concentration of 2,000 ppbv, which equals the o-xylene screening level of 2,000 ppbv.

- 2031 Dryden Road, Building 1 showed a sub-slab methane level of 2.2% and 1903 Dryden Road, Building 2 showed a sub-slab methane level of 6.6%, which exceeds the ODH methane sub-slab screening level of 0.5%. Methane is explosive between 5% and 15%.

- U.S. EPA observed detectable methane concentrations in one soil gas probe, GP-2, using a GEM-2000 methane meter. GP-2 contains nested soil gas sampling depths of 12-feet bgs and at 16-feet bgs. The GP-2 soil gas probe at the 12-foot depth showed methane levels ranging from 14.7% to 17.6%. The GP-2 soil gas probe at the 16-foot depth showed methane levels ranging from 22.2% to 24.1%. The methane levels in GP-2 exceed Ohio EPA's perimeter regulatory level of 5% (lower explosive limit). GP-2 is located off-Site and on the eastern side of Dryden Road.

There is actual vapor intrusion exposure occurring and there is a potential for additional vapor intrusion to occur at this Site.

TCE is a hazardous substance within the meaning of Section 101 (14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) because it is listed at 40 CFR Section 302.4. Historical groundwater sampling, and PRP and U.S. EPA sub-slab and indoor air sampling results indicate that TCE vapors are migrating into non-residential buildings at chronic levels that ODH considers harmful to human health.

TCE is a man-made chemical that is widely used as a cleaner to remove grease from metal parts. TCE is a nonflammable, colorless liquid with a sweet odor. Exposure to TCE at very high concentrations (particularly in closed, poorly ventilated areas) may cause headaches, lung irritation, dizziness, poor coordination (clumsy), and difficulty speaking. According to the ODH, the evidence that TCE is a human carcinogen has been under review by health organizations since 2001. The U.S. Department of Health and Human Services considers TCE to be "reasonably anticipated to be a human carcinogen" based on limited evidence of carcinogenicity from studies of humans and sufficient evidence of carcinogenicity from studies of laboratory animals. A report recently released by the National Academies of Science National Research Council (2006) has stated that "evidence on cancer and other health risks from TCE exposure has strengthened since 2001", pointing to studies of human populations that support "the conclusion that TCE is a potential cause of kidney cancer." Other ecological studies of communities exposed to TCE in drinking water supplies in Massachusetts, New Jersey, and North Carolina have suggested an association between these exposures and elevated levels of leukemia in the exposed population.

ii. Threat of fire or explosion; this factor is present at the Site due to the existence of explosive conditions from landfill gas.

The PRPs conducted vapor intrusion sampling in January and March 2012. Sub-slab sampling showed methane percentages greater than the ODH sub-slab screening level of 0.5% at three non-residential properties:

In July 2012, U.S. EPA documented methane at 2.5% at the 16-foot depth of soil gas probe GP-2 and in August 2012, U.S. EPA documented methane at 2.2% in a sub-slab sample collected from 2031 Dryden Road. These results exceed the ODH sub-slab screening level of 0.5%.

U.S. EPA has documented methane levels in GP-2 (12-foot and 16-foot depths) ranging from 14.7% to 24.1% at off-site locations (City of Moraine property). These results are greater than the ODH sub-slab methane screening level of 0.5% and exceed Ohio EPA's perimeter regulatory level of 5% (lower explosive limit). GP-2 is located off-Site, on the eastside of Dryden Road and adjacent to a DP&L building. Methane is flammable between 5% and 15%. Methane's LEL is 5% and the UEL is 15% methane per volume of air.

At the Site, methane was detected in four laboratory sub-slab soil gas samples above 10% of the LEL (greater than 0.5% methane) at non-residential buildings at the Site. At another building, methane was detected (at 6.6%) in a laboratory sub-slab soil gas sample above 100% of the LEL (greater than 5%). This building has the potential for an explosion/fire hazard if a spark or ignition source is present. This building is now closed to access.

Because methane is extremely flammable in the presence of oxygen and an ignition source (open flame, pilot light), the main public health threat posed from methane is the physical explosion hazard posed by methane levels between 5% and 15% by volume in the air.

Ohio Revised Code (ORC) 3734.041 provides that explosive gases shall be considered to endanger human health or safety or the environment if concentrations of methane generated by the landfill in landfill structures, excluding gas control or recovery system components, exceed 25% of the LEL (or 1.25% methane in the indoor air) or if concentrations of methane generated by the landfill at the landfill boundary exceed the LEL (or 5% methane). U.S. EPA documented methane levels in GP-2 ranging from 14.7% to 24.1%. GP-2 is located about 75-feet east of the eastern boundary of the Site. These methane levels exceed the levels specified at ORC 3734.041.

iii. The unavailability of other appropriate federal or state response mechanisms to respond to the release; this factor supports the actions required by this Settlement Agreement at the Site because Ohio EPA does not have the resources to respond to this Site.

In a letter dated July 17, 2012, Ohio EPA expressed concerns about the risk to human health from indoor air exposure to VOCs and the risk of explosive conditions from landfill gas, Ohio EPA views the Site as a threat to the on-site and surrounding businesses and residences, and supports the Remedial Branch's request for assistance from the Removal Branch in evaluating options for addressing current and potential vapor intrusion risks at the South Dayton Dump and Landfill Site.

g. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

11. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

12. Respondents shall retain one or more contractors to perform the Work and shall notify U.S. EPA of the name(s) and qualifications of such contractor(s) within 5 business days of the Effective Date. Respondents shall also notify U.S. EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least 5 business days prior to commencement of such Work. U.S. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondents. If U.S. EPA disapproves of a selected contractor, Respondents shall retain a different contractor and shall notify U.S. EPA of

that contractor's name and qualifications within 3 business days of U.S. EPA's disapproval. The contractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared consistent with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002), or equivalent documentation as required by U.S. EPA. Any decision not to require submission of the contractor's QMP should be documented in a memorandum from the On-Scene Coordinator (OSC) and Regional quality assurance personnel to the Site file.

13. Within 5 business days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Settlement Agreement and shall submit to U.S. EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. U.S. EPA retains the right to disapprove of the designated Project Coordinator. If U.S. EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify U.S. EPA of that person's name, address, telephone number, and qualifications within 4 business days following U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Settlement Agreement shall constitute receipt by all Respondents.

14. U.S. EPA has designated Steve Renninger of the Emergency Response Branch #1, Region 5, as its OSC. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to the OSC at: U.S. EPA/ERT, 26 West Martin Luther King Drive, Cincinnati, Ohio 45268. All Respondents are encouraged to make their submissions to U.S. EPA electronically or on recycled paper (which includes significant post consumer waste paper content where possible) and using two-sided copies.

15. U.S. EPA and Respondents shall have the right, subject to Paragraph 13, to change their respective designated OSC or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

16. Respondents shall perform, at a minimum, the following removal activities:

a. Develop and implement a Site Health and Safety Plan;

b. Conduct subsurface gas sampling (including VOCs and methane) and conduct extent of

contamination sampling utilizing groundwater, soil gas, sub-slab, and indoor air sampling techniques;

c. If the ODH Sub-Slab or Indoor Air Screening Level for a contaminant of concern (TCE, PCE, methane, etc) is exceeded for a residential structure, design and install a vapor abatement mitigation system in the structure(s) impacted by subsurface gas migration. The abatement system will include installation of a sub-slab depressurization system (SSDS) or crawl space depressurization system, sealing cracks in walls and floors of the basement, and sealing drains that could be a pathway. The vapor abatement mitigation system will be designed to control levels of methane and VOCs to below ODH sub-slab and indoor air screening levels.

d. If the ODH Sub-Slab or Indoor Air Screening Level for a contaminant of concern (TCE, PCE, methane, etc) is exceeded for a commercial structure, design and install a vapor abatement mitigation system in the structure(s) impacted by subsurface gas migration. The abatement system will include installation of a SSDS, sealing cracks in walls and floors, and sealing drains that could be a pathway. The vapor abatement mitigation system will be designed to control levels of methane and VOCs to below ODH sub-slab and indoor air screening levels.

e. If levels of methane at the property boundary are greater than the lower explosive limit (5% methane), design and install a perimeter landfill gas extraction system designed to prevent landfill gas migration off-site. The perimeter landfill gas system will be designed to control levels of methane at the property boundary to less than the lower explosive limit (5% methane).

f. Develop and implement a performance sample plan to confirm that ODH screening levels are achieved for contaminants of concern following installation of on-site or off-site vapor abatement mitigation systems;

g. If necessary, develop and implement (1) a perimeter landfill gas extraction system performance sample plan including the installation of perimeter subsurface probes to confirm that methane action levels are achieved and (2) a landfill gas extraction system effluent sample plan.

17. Work Plan and Implementation.

a. Within 10 business days after the Effective Date, Respondents shall submit to U.S. EPA for approval a draft Work Plan for performing the removal action generally described in Paragraph 16 above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement Agreement. The Work Plan shall include a Quality Assurance Project Plan (QAPP). The following documents shall be used for the development of QAPPs for Region 5 Superfund sites:

- The Uniform Federal Policy for Quality Assurance Projects Plans (UFP-QAPP), OSWER Directive 9272.0-17;
- EPA Requirements for Quality Assurance Project Plans QA/R-5 (EPA/240/B-01/003), March 2001, Reissued May 2006.

The following guidance may be used in conjunction with the requirements above:

- EPA Guidance for the Quality Assurance Project Plans QA/G-5 (EPA/240/R-02/009), December 2002.
- Guidance on Choosing a Sampling Design for Environmental Data Collection EPA QA/G-5S, December 2002.

b. U.S. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If U.S. EPA requires revisions, Respondents shall submit a revised draft Work Plan within 7 business days of receipt of U.S. EPA's notification of the required revisions. Respondents shall implement the Work Plan as approved in writing by U.S. EPA in accordance with the schedule approved by U.S. EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

c. Respondents shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondents shall not commence implementation of the Work Plan developed hereunder until receiving written U.S. EPA approval pursuant to Paragraph 16(b).

18. Health and Safety Plan. Within 10 business days after the Effective Date, Respondents shall submit for U.S. EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Settlement Agreement. This plan shall be prepared consistent with U.S. EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. If U.S. EPA determines that it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by U.S. EPA and shall implement the plan during the pendency of the removal action.

19. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate U.S. EPA guidance. Respondents shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01,

April 1, 1990), as guidance for QA/QC and sampling. Respondents shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001, Reissued May 2006)," or equivalent documentation as determined by EPA. U.S. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements.

b. Upon request by U.S. EPA, Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for QA monitoring. Respondents shall provide to U.S. EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples. Respondents shall notify U.S. EPA not less than 3 business days in advance of any sample collection activity, unless shorter notice is agreed to by U.S. EPA. U.S. EPA shall have the right to take any additional samples that U.S. EPA deems necessary. Upon request, U.S. EPA shall allow Respondents to take split or duplicate samples of any samples it takes as part of its oversight of Respondents' implementation of the Work.

20. Post-Removal Site Control. In accordance with the Work Plan schedule, or as otherwise directed by U.S. EPA, Respondents shall submit a proposal for post-removal site control consistent with Section 300.415(*l*) of the NCP and OSWER Directive No. 9360.2-02. Upon U.S. EPA approval, Respondents shall implement such controls and shall provide U.S. EPA with documentation of all post-removal site control arrangements.

21. Reporting.

a. Respondents shall submit a written progress report to U.S. EPA concerning actions undertaken pursuant to this Settlement Agreement every 30th day after the date of receipt of U.S. EPA's approval of the Work Plan until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondents shall submit 3 copies of all plans, reports or other submissions required by this Settlement Agreement, or any approved work plan. Upon request by U.S. EPA, Respondents shall submit such documents in electronic form.

c. Respondents who own or control property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to U.S. EPA and the State of the proposed conveyance, including the name and address of the transferee. Respondents who own or control property at the Site also agree to require that their successors comply with the immediately proceeding sentence and Sections IX (Site Access) and X (Access to Information).

22. Final Report. Within 60 days after completion of all Work required by Section VIII (Work To Be Performed) of this Settlement Agreement, Respondents shall submit for U.S. EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports" and with the guidance set forth in "Superfund Removal Procedures: Removal Response Reporting POLREPS and OSC Reports" (OSWER Directive No. 9360.3-03, June 1, 1994). The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (*e.g.*, manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

> "Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

23. Off-Site Shipments.

a. Respondents shall, prior to any off-site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondents shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondents shall notify the state in which the planned receiving facility is located of major changes

in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the removal action. Respondents shall provide the information required by Paragraph 23(a) and 23(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondents shall obtain U.S. EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

24. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by any of the Respondents, such Respondents shall, commencing on the Effective Date, provide U.S. EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

25. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 10 business days after the Effective Date, or as otherwise specified in writing by the OSC. Respondents shall immediately notify U.S. EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described in this Settlement Agreement, using such means as U.S. EPA deems appropriate. Respondents shall reimburse U.S. EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

26. Notwithstanding any provision of this Settlement Agreement, U.S. EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

27. Respondents shall provide to U.S. EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to U.S. EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

28. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to U.S. EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by U.S. EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to U.S. EPA, or if U.S. EPA has notified Respondents that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents.

29. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondents assert such a privilege in lieu of providing documents, they shall provide U.S. EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

30. No claim of privilege or confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

31. Until 6 years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXIX (Notice of Completion of Work), each Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 6 years after

Respondents' receipt of U.S. EPA's notification pursuant to Section XXVI (Notice of Completion of Work), Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

32. At the conclusion of this document retention period, Respondents shall notify U.S. EPA at least 60 days prior to the destruction of any such records or documents, and, upon request by U.S. EPA, Respondents shall deliver any such records or documents to U.S. EPA. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide U.S. EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged or confidential.

33. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by U.S. EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all U.S. EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

34. Respondents shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements (ARARs) under federal environmental or state environmental or facility siting laws. Respondents shall identify ARARs in the Work Plan subject to U.S. EPA approval.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

35. In the event of any action or occurrence during performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents

shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer, , Region 5 at (312) 353-2318, of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and U.S. EPA takes such action instead, Respondents shall reimburse U.S. EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

36. In addition, in the event of any release of a hazardous substance from the Site, Respondents shall immediately notify the OSC at (312) 353-2318 and the National Response Center at (800) 424-8802. Respondents shall submit a written report to U.S. EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

37. The OSC shall be responsible for overseeing Respondents' implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF RESPONSE COSTS

38. Payment for Past Response Costs.

a. Within 30 days after the Effective Date, Respondents shall pay to U.S. EPA $85,968.57 for Past Response Costs. Payment shall be made to U.S. EPA by Fedwire Electronic Funds Transfer (EFT) to:

Federal Reserve Bank of New York,
ABA # 021030004
Account = 68010727
SWIFT address = FRNYUS33,
33 Liberty Street,
New York, NY, 10045

Field Tag 4200 of the Fedwire message; should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number B52B and the EPA docket number for this action.

When the Past Response Costs identified in the above Paragraph are less than $10,000, payment may, in lieu of the described EFT method, be made by official bank check made payable to "U.S. EPA Hazardous Substance Superfund". Each check, or a letter accompanying each check, shall identify the name and address of the party(ies) making payment, the Site name, U.S. EPA Region 5, the Site/Spill ID Number B52B, and, if any, the U.S. EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

b. At the time of payment, Respondents shall send notice that such payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590 and to Thomas C. Nash, Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590, and to the EPA Cincinnati Finance Center by email at acctsreceivable.cinwd@epa.gov, or by mail to: Cincinnati Finance Center, 26 Martin Luther King Drive, Cincinnati, Ohio 45268. Such notice shall reference Site/Spill ID Number B52B and the EPA docket number for this action. c. The total amount to be paid by Respondents pursuant to Paragraph 38(a) shall be deposited by U.S. EPA in the South Dayton Dump and Landfill Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

39. Payments for Future Response Costs.

a. Respondents shall pay U.S. EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, U.S. EPA will send Respondents a bill requiring payment that consists of an Itemized Cost Summary. Respondents shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 41 of this Settlement Agreement according to the following procedures

i. Respondents shall make all payments required by this Paragraph to U.S. EPA by Fedwire EFT to:

Federal Reserve Bank of New York,
ABA # 021030004

Account = 68010727
SWIFT address = FRNYUS33,
33 Liberty Street,
New York, NY, 10045

Field Tag 4200 of the Fedwire message; should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number B52B and the EPA docket number for this action.

ii. If the amount demanded in the bill is $10,000 or less, Respondents may, in lieu of the procedures in subparagraph 39(a)(i), make all payments required by this Paragraph by official bank check made payable to "U.S. EPA Hazardous Substance Superfund". Each check, or a letter accompanying each check, shall identify the name and address of the party(ies) making payment, the Site name, U.S. EPA Region 5, the Site/Spill ID Number B52B, and, if any, the U.S. EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

b. At the time of payment, Respondents shall send notice that payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590 and to Thomas C. Nash, Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590, and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to: Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268. Such notice shall reference Site/Spill ID Number B52B and the EPA docket number for this action.

c. The total amount to be paid by Respondents pursuant to Paragraph 38(a) shall be deposited in the South Dayton Dump and Landfill Special Account within the U.S. EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

40. In the event that the payment for Past Response Costs is not made within 30 days of the Effective Date, or the payments for Future Response Costs are not made within 30 days of Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date and shall continue to accrue until the date of payment. The Interest on Future Response Costs shall begin to accrue on the

date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII (Stipulated Penalties).

41. Respondents may contest payment of any Future Response Costs billed under Paragraph 39 if they determine that U.S. EPA has made a mathematical error, or included a cost item that is not within the definition of Future Response Costs, or if they believe U.S. EPA incurred excess costs as a direct result of a U.S. EPA action that was inconsistent with a specific provision or provisions of the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the OSC. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondents shall within the 30-day period pay all uncontested Future Response Costs to U.S. EPA in the manner described in Paragraph 37. Simultaneously, Respondents shall establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC), and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the U.S. EPA OSC a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XVI (Dispute Resolution). If U.S. EPA prevails in the dispute, within 5 days of the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to U.S. EPA in the manner described in Paragraph 39. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to U.S. EPA in the manner described in Paragraph 39. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XVI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse U.S. EPA for its Future Response Costs.

XVI. DISPUTE RESOLUTION

42. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

43. If Respondents object to any U.S. EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify U.S. EPA in writing

of their objection(s) within 10 days of such action, unless the objection(s) has/have been resolved informally. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondents' position, and all supporting documentation on which such party relies. U.S. EPA and Respondents shall have 10 days from U.S. EPA's receipt of Respondents' written objection(s) to resolve the dispute through formal negotiations. The period for formal negotiations may be extended at the sole discretion of U.S. EPA. If the parties are unable to reach a written agreement by the conclusion of the formal negotiation period, U.S. EPA shall provide its Statement of Position, including supporting documentation, no later than 10 days after the formal negotiation period concludes. In the event that these 10-day time periods for exchange of written documents may cause a delay in the work, they shall be shortened upon, and in accordance with, notice by U.S. EPA. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding Paragraph. Upon review of the administrative record, the Director of the Superfund Division, U.S. EPA Region 5, shall resolve the dispute consistent with the NCP and the terms of this Settlement Agreement. U.S. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement.

44. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

45. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Respondents, or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

46. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondents shall notify U.S. EPA orally within 24 hours of when Respondents first knew that the event might cause a delay. Within 7 days thereafter, Respondents shall provide to U.S. EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a *force majeure* event if they intend to assert

such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall be grounds for U.S. EPA to deny Respondents an extension of time for performance. Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

47. If U.S. EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by U.S. EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If U.S. EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, U.S. EPA will notify Respondents in writing of its decision. If U.S. EPA agrees that the delay is attributable to a *force majeure* event, U.S. EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. STIPULATED PENALTIES

48. Respondents shall be liable to U.S. EPA for stipulated penalties in the amounts set forth in Paragraphs 49 and 50 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVII (Force Majeure). "Compliance" by Respondents shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement, and any plans or other documents approved by U.S. EPA pursuant to this Settlement Agreement within the specified time schedules established by and approved under this Settlement Agreement.

49. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 49(b):

Penalty Per Violation Per Day	Period of Noncompliance
$ 1,000.00	1st through 14th day
$ 2,000.00	15th through 30th day
$ 3,000.00	31st day and beyond

b. Compliance Milestones: Date and time deadlines for compliance milestones are as specified in the final approved Work Plan.

i. Develop for EPA approval, a Site Health and Safety Plan;

ii. Develop for EPA review, a Quality Assurance Project Plan (QAPP);

iii. Develop for EPA approval and implement a plan to conduct subsurface gas sampling (including VOCs and methane) and extent of contamination sampling utilizing groundwater, soil gas, sub-slab, and indoor air sampling techniques;

iv. Develop for EPA approval and implement a plan to design and install a vapor abatement mitigation system in the structure(s) impacted by subsurface gas migration if the ODH Sub-Slab or Indoor Air Screening Level for a contaminant of concern (TCE, PCE, methane, etc) is exceeded for a residential structure. The abatement system will include installation of a SSDS or crawl space depressurization system, sealing cracks in walls and floors of the basement, and sealing drains that could be a pathway. The vapor abatement mitigation system will be designed to control levels of methane and VOCs to below ODH sub-slab and indoor air screening levels.

v. Develop for EPA approval and implement a plan to design and install a vapor abatement mitigation system in the structure(s) impacted by subsurface gas migration if the ODH Sub-Slab or Indoor Air Screening Level for a contaminant of concern (TCE, PCE, methane, etc) is exceeded for a commercial structure. The abatement system will include installation of a SSDS, sealing cracks in walls and floors, and sealing drains that could be a pathway. The vapor abatement mitigation system will be designed to control levels of methane and VOCs to below ODH sub-slab and indoor air screening levels.

vi. Develop for EPA approval and implement a plan to design and install a perimeter landfill gas extraction system designed to prevent landfill gas migration off-site if levels of methane at the property boundary are greater than the lower explosive limit (5% methane),. The perimeter landfill gas system will be designed to control levels of methane at the property boundary to less than the lower explosive limit (5% methane).

vii. Develop for EPA approval and implement a performance sample plan to confirm that ODH screening levels are achieved for contaminants of concern following installation of on-site or off-site vapor abatement mitigation systems;

viii. Develop for EPA approval and implement (1) a perimeter landfill gas extraction system performance sample plan including the installation of perimeter subsurface probes to confirm that methane action levels are achieved and (2) a landfill gas extraction system effluent sample plan.

50. Stipulated Penalty Amounts - Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports pursuant to Paragraphs 21 and 22:

Penalty Per Violation Per Day	Period of Noncompliance
$ 500.00	1st through 14th day
$ 750.00	15th through 30th day
$ 1,000.00	31st day and beyond

51. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after U.S. EPA's receipt of such submission until the date that U.S. EPA notifies Respondents of any deficiency; and 2) with respect to a decision by the Director of the Superfund Division, Region 5, under Paragraph 41 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after U.S. EPA submits its written statement of position until the date that the Director of the Superfund Division issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

52. Following U.S. EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, U.S. EPA may give Respondents written notification of the failure and describe the noncompliance. U.S. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether U.S. EPA has notified Respondents of a violation.

53. All penalties accruing under this Section shall be due and payable to U.S. EPA within 30 days of Respondents' receipt from U.S. EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XVI (Dispute Resolution). Respondents shall make all payments required by this Section by official bank check made payable to "U.S. EPA Hazardous Substance Superfund". Each check, or a letter accompanying each check, shall identify the name and address of the party(ies) making payment, the Site name, U.S. EPA Region 5, the Site/Spill ID Number B52B, and, if any, the U.S. EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center

P.O. Box 979076
St. Louis, MO 63197-9000

and shall indicate that the payment is for stipulated penalties, and shall reference the name and address of the party(ies) making payment. At the time of payment, copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to U.S. EPA as provided in Paragraph 39(b).

54. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

55. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 20 days after the dispute is resolved by agreement or by receipt of U.S. EPA's decision.

56. If Respondents fail to pay stipulated penalties when due, U.S. EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 53. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of U.S. EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that U.S. EPA shall not seek civil penalties pursuant to Section 106(b) or 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Section, except in the case of a willful violation of this Settlement Agreement. Should Respondents violate this Settlement Agreement or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Settlement Agreement pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606. Notwithstanding any other provision of this Section, U.S. EPA may, in its unreviewable discretion, waive in writing any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XIX. COVENANT NOT TO SUE BY U.S. EPA

57. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, U.S. EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, and Future Response Costs. This covenant not to sue shall take effect upon receipt by U.S. EPA of the Past Response Costs due under Section XV (Payment of Response Costs) of this Settlement Agreement and any

Interest or Stipulated Penalties due for failure to pay Past Response Costs as required by Sections XV (Payment of Response Costs) and XVIII (Stipulated Penalties) of this Settlement Agreement. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XV (Payment of Response Costs). This covenant not to sue extends only to Respondents and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY U.S. EPA

58. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

59. The covenant not to sue set forth in Section XIX (Covenant Not to Sue by U.S. EPA) above does not pertain to any matters other than those expressly identified therein. U.S. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondents to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

XXI. COVENANT NOT TO SUE BY RESPONDENTS

60. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, or this Settlement Agreement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Ohio Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work, Past Response Costs, or Future Response Costs.

These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Paragraphs 59 (b), (c), and (e) - (g), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

61. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XXII. OTHER CLAIMS

62. By issuance of this Settlement Agreement, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

63. Nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

64. No action or decision by U.S. EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. §

9613(h).

XXIII. EFFECT OF SETTLEMENT/CONTRIBUTION

65. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

66. a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may otherwise be provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work, Past Response Costs, and Future Response Costs.

b. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which the Respondents have, as of the Effective Date, resolved their liability to the United States for the Work, Past Response Costs, and Future Response Costs.

67. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify U.S. EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify U.S. EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Respondent shall notify U.S. EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

68. In any subsequent administrative or judicial proceeding initiated by U.S. EPA, or by the United States on behalf of U.S. EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however,

that nothing in this Paragraph affects the enforceability of the covenant by U.S. EPA set forth in Section XIX.

69. Effective upon signature of this Settlement Agreement by a Respondent, such Respondent agrees that the time period after the date of its signature shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 66 and that, in any action brought by the United States related to the "matters addressed," such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time after its signature of this Settlement Agreement. If U.S. EPA gives notice to Respondents that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by U.S. EPA.

XXIV. INDEMNIFICATION

70. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorney's fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States. The Federal Tort Claims Act (28 U.S.C. §§ 2671, 2680) provides coverage for injury or loss of property, or injury or death caused by the negligent or wrongful act or omission of an employee of U.S. EPA while acting within the scope of his or her employment, under circumstances where U.S. EPA, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.

71. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

72. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but

not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. MODIFICATIONS

73. The OSC may make modifications to any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by U.S. EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

74. If Respondents seek permission to deviate from any approved work plan or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 73.

75. No informal advice, guidance, suggestion, or comment by the OSC or other U.S. EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVI. NOTICE OF COMPLETION OF WORK

76. When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, *e.g.*, post-removal site controls, payment of Future Response Costs, and record retention, U.S. EPA will provide written notice to Respondents. If U.S. EPA determines that such Work has not been completed in accordance with this Settlement Agreement, U.S. EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure by Respondents to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXVII. FINANCIAL ASSURANCE

77. Within 30 days of the Effective Date, Respondents shall establish and maintain financial security, initially in the amount of $1,797,591 in one or more of the following forms, in

order to secure the full and final completion of Work by Respondents:

a. A surety bond guaranteeing payment unconditionally guaranteeing payment and/or performance of the Work;

b. One or more irrevocable letters of credit equaling the total estimated cost of the Work, payable to or at the direction of U.S. EPA, issued by one or more financial institution(s) acceptable in all respects to EPA;

c. A trust fund administered by a trustee acceptable in all respects to U.S. EPA;

d. A policy of insurance issued by an insurance carrier acceptable in all respects to U.S. EPA, which ensures the payment and/or performance of the Work;

e. A written guarantee to fund or perform the Work provided by one or more parent corporations of respondents, or by one or more unrelated corporations that have a substantial business relationship with at least one of Respondents, including a demonstration that any such guarantor company satisfies the requirements of 40 C.F.R. Part 264.143(f) with respect to the Estimated Cost of the Work (plus the amount(s) of any other federal or state environmental obligations financially assured through the use of a financial test or guarantee) that it proposes to guarantee hereunder; or

f. A demonstration of sufficient financial resources to pay for the Work made by one or more Respondents, which shall consist of a demonstration that any such Respondent satisfies the requirements of 40 C.F.R. Part 264.143(f).

g. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to U.S. EPA, determined in U.S. EPA's sole discretion. Within 30 days of the Effective Date, Respondents shall submit copies of all executed and/or otherwise finalized instruments or other documents required in order to make the selected performance guarantee(s) legally binding to U.S. EPA. In the event that U.S. EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the mechanism(s) evidencing such assurances) are inadequate, Respondents shall, within 30 days of receipt of notice of U.S. EPA's determination, obtain and present to U.S. EPA for approval one of the other forms of financial assurance listed in Paragraph 77, above. In addition, if at any time U.S. EPA notifies Respondents that the anticipated cost of completing the Work has increased, then, within 30 days of such notification, Respondents shall obtain and present to U.S. EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondents' inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

h. If Respondents seek to demonstrate the ability to complete the Work through a guarantee or demonstration by a third party pursuant to Paragraph a of this Section, Respondents'

guarantor shall (a) demonstrate to U.S. EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f); and (b) resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually thereafter within 90 days of the end of the guarantor's fiscal year or such other date as agreed by U.S. EPA, to U.S. EPA. For the purposes of this Settlement Agreement, wherever 40 C.F.R. Part 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the dollar amount to be used in the relevant financial test calculations shall be the current cost estimate of $1,797,591 for the Work at the Site plus any other RCRA, CERCLA, TSCA, or other federal environmental obligations financially assured by the relevant Respondent or guarantor to EPA by means of passing a financial test.

i. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph h of this Section, Respondents may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall submit a proposal for such reduction to U.S. EPA, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by U.S. EPA. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution) and may reduce the amount of the security in accordance with the written decision resolving the dispute.

j. Respondents may change the form of financial assurance provided under this Section at any time, upon notice to and approval by U.S. EPA, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XVI (Dispute Resolution), and may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

k. Respondents may not release, cancel, or discontinue any performance guarantee provided pursuant to this Section except as provided in this Paragraph. If Respondents receive written notice from U.S. EPA in accordance with Paragraph 76 that the Work has been fully completed in accordance with the terms of this Settlement Agreement, Respondents may thereafter release, cancel, or discontinue the performance guarantee provided pursuant to this Section. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution), and may release, cancel, or discontinue the performance guarantee required hereunder only in accordance with the written decision resolving the dispute.

XXVIII. INSURANCE

78. At least 7 days prior to commencing any on-Site work under this Settlement Agreement, Respondents shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of 2 million dollars, combined single limit. Within the same time period, Respondents shall provide U.S. EPA with certificates of such insurance and a copy of each insurance policy. In addition,

for the duration of the Settlement Agreement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement Agreement. If Respondents demonstrate by evidence satisfactory to U.S. EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXIX. SEVERABILITY/INTEGRATION/ATTACHMENTS

79. If a court issues an order that invalidates any provision of this Settlement Agreement or finds that Respondents have sufficient cause not to comply with one or more provisions of this Settlement Agreement, Respondents shall remain bound to comply with all provisions of this Settlement Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

80. This Settlement Agreement and its attachments constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following attachments are incorporated into this Settlement Agreement: Attachment A, List of Respondents, Attachment B, Site Map.

XXX. EFFECTIVE DATE

81. This Settlement Agreement shall be effective upon receipt by Respondents of a copy of this Settlement Agreement signed by the Director, Superfund Division, U.S. EPA Region 5. The undersigned representatives of Respondents each certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

The undersigned representatives of Respondents each certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

SOUTH DAYTON DUMP AND LANDFILL SITE
MORAINE, OHIO

Agreed this ____ day of _____, 2___ .

For Respondent

By

Title _____

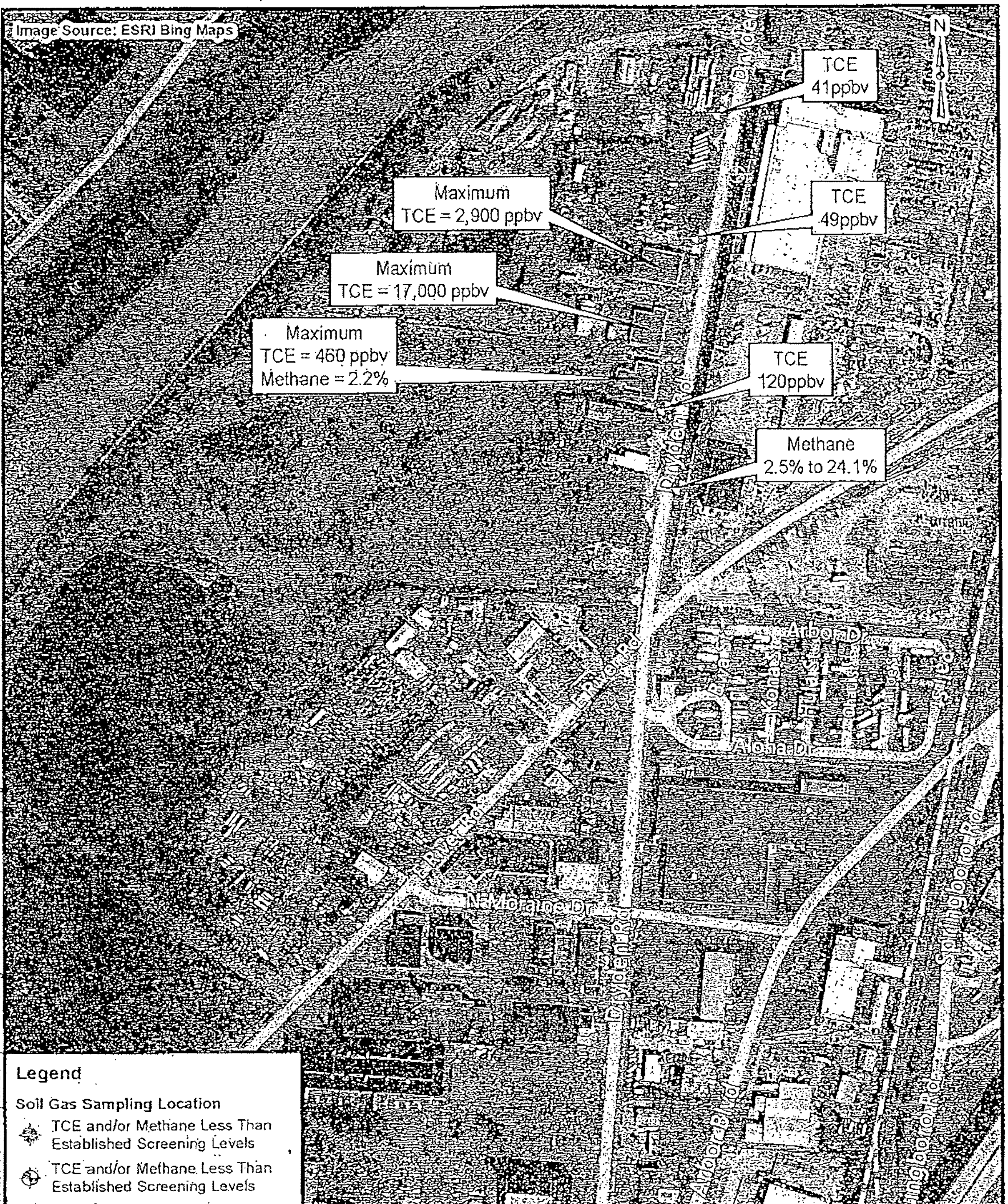
IN THE MATTER OF:

SOUTH DAYTON DUMP AND LANDFILL SITE
MORAINE, OHIO

It is so ORDERED and Agreed this _____ day of _____, 2___.

BY: _____

Richard C. Karl, Director
Superfund Division
United States Environmental Protection Agency
Region 5



Legend

Soil Gas Sampling Location

- TCE and/or Methane Less Than Established Screening Levels
- TCE and/or Methane Less Than Established Screening Levels

Sub-Slab Sampling Location

- TCE and/or Methane Less Than Established Screening Levels
- TCE and/or Methane Greater Than Established Screening Levels

0 550 Feet

Prepared for:
U.S. EPA REGION V

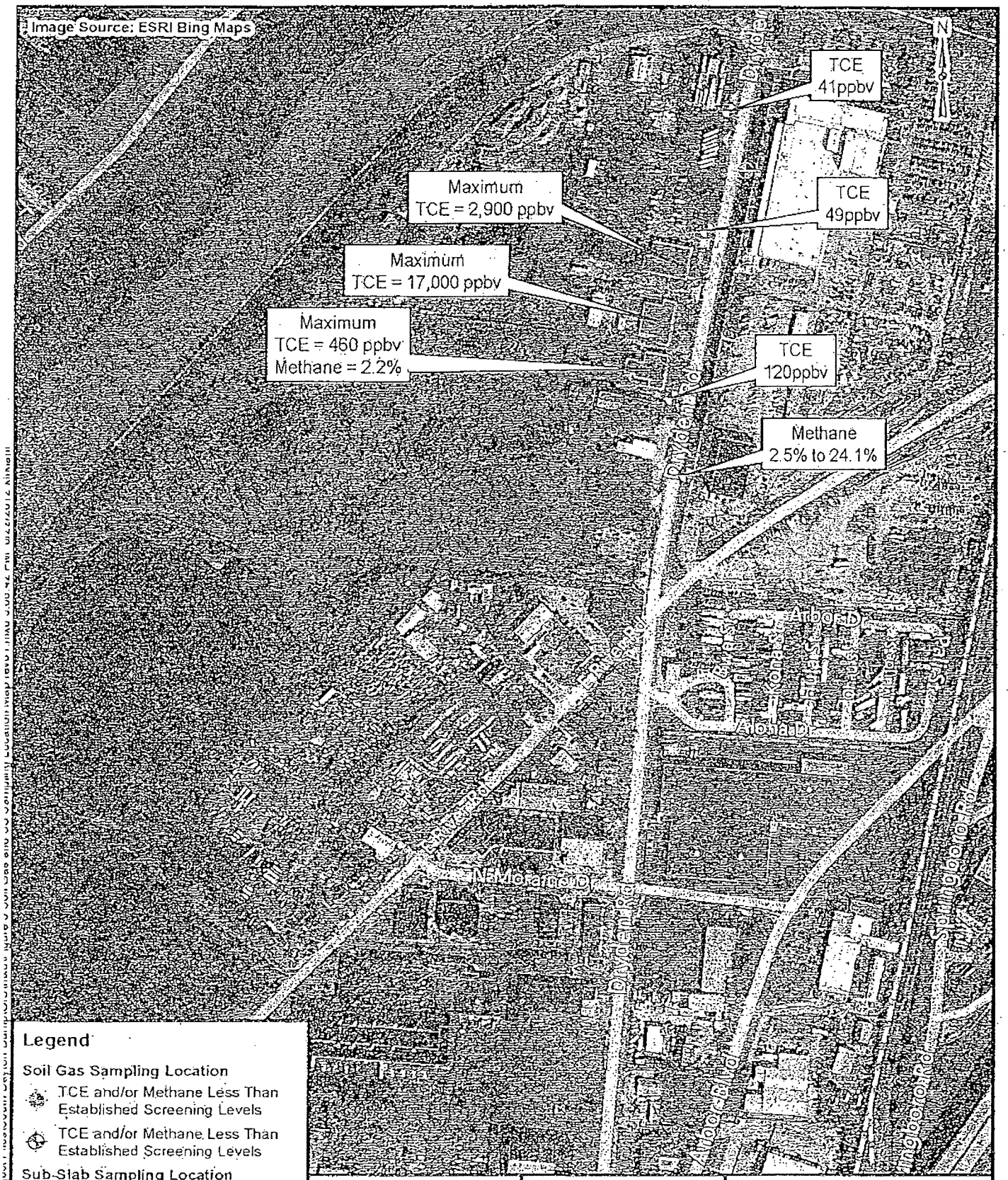
Contract No.: EP-S5-06-04
TDD: S05-0008-1206-002
DCN: 1868-XX-XXXX

Prepared By:
WESTON SOLUTIONS, INC

4710-A Interstate Drive
Cincinnati, Ohio 45246

Figure 3
U.S. EPA Soil Gas and Sub-Slab Sampling Location Map
South Dayton Dump and Landfill Site
Moraine, Montgomery County, Ohio

FILE: C:\START Project Files\South Dayton Dump\GIS\mxd\Figure 3 Soil Gas and SS Sampling Location Map rev01.mxd 5:08:42 PM 8/22/2012 kirklanr



Prepared for:
U.S. EPA REGION V

Contract No.: EP-S5-06-04
TDD: S05-0008-1206-002
DCN: 1868-XX-XXXX

Prepared By:
WESTON SOLUTIONS, INC

4710-A Interstate Drive
Cincinnati, Ohio 45246

Figure 3
U.S. EPA Soil Gas and Sub-Slab Sampling Location Map
South Dayton Dump and Landfill Site
Moraine, Montgomery County, Ohio